

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer questions the City Council may have on agenda items. The public is welcome to attend.

JOINT FARMINGTON CITY COUNCIL/PLANNING COMMISSION MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council/Planning Commission of **Farmington City** will hold a meeting on **Tuesday, December 20, 2011, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

CALL TO ORDER:

- 7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance
- 7:05 Executive Summary for Planning Commission held December 8, 2011
- 7:10 Consideration of Agreement to end Lawsuit - Garbett Homes vs. Farmington City
- 7:15 Planning Commission Appointments

PUBLIC HEARING:

- 7:20 Consideration of Schematic Plan approval for Spring Creek Estates Phase 6

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

PRESENTATION OF PETITIONS AND REQUESTS:

- 7:30 Presentation of "Award of Financial Reporting Achievement" to Keith Johnson
- 7:35 Review and Acceptance of Audit Report

PUBLIC HEARING:

- 7:50 Local Consent and Approval for Parkstone Wood Kitchen & Bar Class B Beer License

SUMMARY ACTION:

7:55 Minute Motion Approving Summary Action List

1. Kimoto Lot Line Adjustment
2. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
3. Approval of Minutes from December 6, 2011
4. Resolution to Amend the City's Personnel Policies & Procedures
5. Ordinance Vacating the 100 North Right-of-Way – Rocky Mountain Power
6. Agreement with Rocky Mountain Power

GOVERNING BODY REPORTS:

8:00 City Manager Report

1. Upcoming Agenda Items
2. To Do Lists
3. Building Activity Report for November
4. Nepotism Issues and Suggestions
5. Legacy Trail Agreement

8:25 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 15th day of December, 2011.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Manager Dave Millheim give the invocation/opening comments to the meeting and it is requested that Council Member Jim Talbot lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Executive Summary for Planning Commission held December 8, 2011

ACTION TO BE CONSIDERED:

No action required.

GENERAL INFORMATION:

See enclosed staff report prepared by Christy Alexander.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: December 9, 2011

SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
DECEMBER 8, 2011

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on December 8, 2011 [note: seven commissioners attended the meeting—Chairman Randy Hillier, Steven Anderson, Rick Draper, Mike Wagstaff, Nelson Michaelson, Michael Nilson, and Jim Young; as well as two alternates—Kris Kaufman and Bret Anderson]:

1. Farmington City – (Public Hearing) – Applicant is requesting a recommendation to amend the City's Zoning Ordinance by establishing additional criteria for retail tobacco stores, i.e. smoke shops. (ZT-3-11)

Motion to Table Item for Further Review- Approved, Vote: 7 – 0.

The Commission and Staff discussed this item at length and decided that a definition will need to be made as to what we consider smoke shops to be under the ordinance. It will also be best to find substantial statistics that show these retail shops are high in crime before limiting them to the Light Manufacturing and Business Zone. The Commission would like Staff to not only research how other cities regulate these shops but also follow up on what has happened after regulations have been enacted. Staff will work with the City Attorney to ensure any zoning amendment is constitutional and not limiting the retailer's rights. Some ideas that have been discussed are limiting these shops to one single commercial zone, limiting the shops to one every 600 ft (a typical block length), prohibiting them from being 300ft. or up to 1,000 ft from a school, daycare, or other youth establishment. Staff will research this in detail and provide a sound zoning amendment for the Commission at the next meeting. By holding a public hearing the City now has a little less than 6 months to hold off any new smoke shop application until a zoning ordinance amendment has been decided upon.

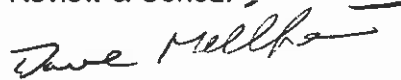
2. Miscellaneous –
- a. The Planning Commission approved the updated Well House elevations which allow CRS to move forward on design and construction.
 - b. The Commission also approved amending their Rules of Order to follow Robert's Rules as a guide. They discussed taking the references to the previous Rules of Order out of the Planning Commission Policies and Procedures, which will be revised and recommended for approval at the next PC meeting.
 - c. The Commission elected Michael Nilson as the Chair for 2012 and Mike Wagstaff as Vice Chair. Kris Kaufman was elected as PC representative for the Board of Adjustments. Since Kris was the alternate for the BOA, a new alternate will need to be appointed by the Mayor in his place.
 - d. The 2012 calendar was approved by the Commission.
 - e. Dave Petersen gave a summary of the damage throughout the City caused by the storm, and discussed the efforts provided by staff and community members.

Respectfully Submitted

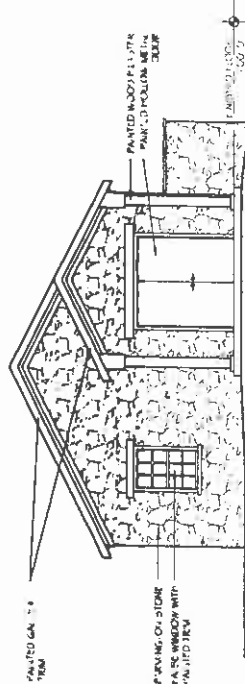


Christy J. Alexander
Associate City Planner

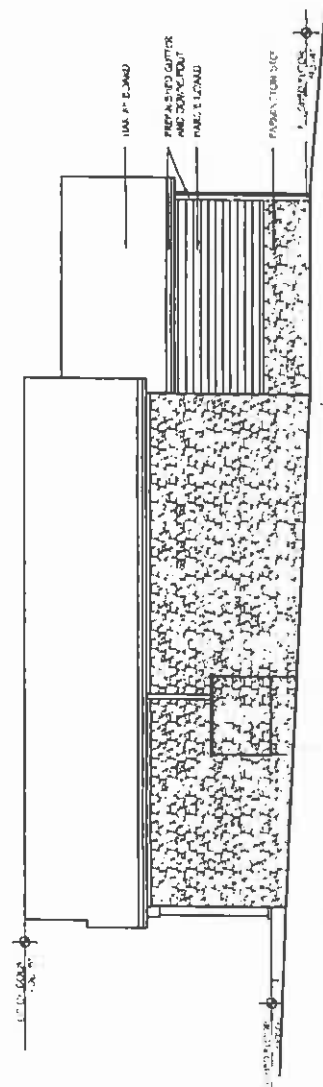
Review & Concur



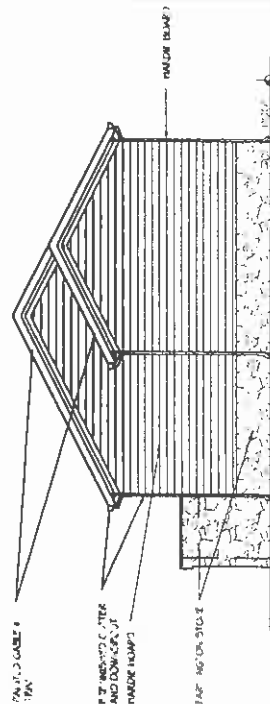
Dave Millheim
City Manager



2 SOUTH BUILDING ELEVATION 1/4" = 1'-0"



2 NORTH BUILDING ELEVATION 54 P. 14



1 WEST BUILDING ELEVATION

[illegible]

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

**S U B J E C T: Consideration of Agreement to end Lawsuit - Garbett Homes vs.
Farmington City**

ACTION TO BE CONSIDERED:

Approve the enclosed agreement between Farmington City and Farmington Development Corporation settling issues related to a lawsuit by the developer regarding the final phase of the Farmington Crossing North project (Phase 5 consisting of 93 dwelling units) located west of US 89 and south of Shepard Lane.

GENERAL INFORMATION:

See staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council/Planning Commission Staff Report

To: Honorable Mayor and City Council
Planning Commission

From: David E. Petersen, Community Development Director

Date: December 15, 2011

SUBJECT: **SETTLEMENT AGREEMENT WITH GARBETT HOMES**

RECOMMENDATION

Approve the enclosed agreement between Farmington City and Farmington Development Corporation settling issues related to a lawsuit by the developer regarding the final phase of the Farmington Crossing North project (Phase 5 consisting of 93 dwelling units) located west of US 89 and south of Shepard Lane.

BACKGROUND

Farmington City approved the 5th or final phase of Farmington Crossing North (and the entire development) subject to several conditions, among which the 93 dwelling units therein must be for sale or owner occupied units. Thereafter, the City received a challenge from the property owner to develop these units as lease to own. The enclosed document is a settlement agreement allowing the developer to move forward with this lease to own option, and is reluctantly recommended based on the advice of legal counsel.

Respectively Submitted

David Petersen
Community Development Director

Concur

Dave Millheim
City Manager

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

Farmington Development Corporation, a Utah corporation ("Garbett"), and **Farmington City**, a municipality and political subdivision of the State of Utah ("City"), hereby enter into this Settlement Agreement and General Release of All Claims (the "Agreement") as of this 14th of December, 2011, for the purpose of settling and resolving certain claims, controversies and disputes between them on the terms and conditions and for the considerations set forth below.

1. **Intent of the Parties.** There is a dispute between the parties to this Agreement with respect to certain requirements imposed as a condition of approval of the Farmington Crossing North, Phase 5, Schematic Plan Approval and other approvals based thereon, including plat approvals for the development of Farmington Crossing North, Phase 5, (the "Project" or "Phase 5"), which resulted in the filing of that certain legal action now pending in the Second Judicial District Court for Davis County, State of Utah, captioned Farmington Development Corp., et al. v. Farmington City, Case No. 10705466 (the "Litigation"). Without waiving or conceding their respective positions in the Litigation, it is the intent and purpose of the parties to this Agreement to fully and completely settle, compromise and resolve all claims and controversies between them arising out of or in any way referring or relating to the Litigation and the Project.

2. **Dismissal of Litigation.** The parties hereby agree that a Stipulation, Motion and Order of Dismissal shall be executed by counsel for Garbett and the City and filed in the Second Judicial District Court dismissing the Litigation with prejudice and upon the merits, with all parties to bear their own costs and attorney's fees.

3. **Modification of Conditions of Approval for the Project.** As part of this Agreement, the City hereby modifies the conditions of approval for the Project to allow a lease-to-own program subject to the other terms and conditions of this Agreement, and agrees to consider for approval as rapidly as reasonably possible all approvals, plans, plats and permits required in connection with the Project. All of the other conditions of approval shall remain in full force and effect and are not modified by this Agreement. In addition, as part of this Agreement, Garbett agrees to the following conditions with respect to the lease-to-own program for the Project:

a. The units in Phase 5 shall have a similar quality of construction material as in Farmington Crossing Planned Unit Development, buildings 53, 54, 55, 56, 69 and 70, which are the most recently approved Parkhouse and Avenue plans.. Building elevations, colors- and construction materials shall also be consistent with these recent approved buildings and plans in the Farmington Crossing Community, per Planning Commission and City Council approvals.

- b. Phase 5 of the Project shall have the same quality of landscaping as the prior phases. In addition, it shall be maintained with professional property maintenance and management.
- c. An additional swimming pool shall be added to the existing amenities with a pool house that contains the code required public restrooms and changing facilities, and enclosed mechanical room sufficient for pool maintenance and needed pool supply storage.
- d. The trail amenity shall be finished in conjunction with the completion of Phase 5. The entire community will then be linked with a comprehensive walkable trail system.
- e. Project roads and sidewalks shall be completed and thereafter maintained by the owners through a fully functioning HOA, with the exception of Shepard Creek Lane and Shepard Church Drive which are public right-of-ways.
- f. The connection to Highway 89 shall be completed in conjunction with the completion of Phase 5, providing easier access to alleviate traffic congestion,
- g. The new Phase 5 units shall have the ownership structure of individual townhomes that will enable Garbett to sell the homes as market conditions improve.
- h. Garbett shall provide professional management to screen, and control tenants and their actions as part of the lease-to-own program in the new Phase 5.

4. **Mutual Release of All Claims.** As part of this Agreement, Garbett for and on behalf of themselves and their agents, indemnitors, insurers, successors, and assigns, hereby release and forever discharge the City, together with its officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the Litigation and the subject matter of this Agreement; and the City, for and on behalf of itself and its agents, indemnitors, insurers, successors, and assigns, hereby releases and forever discharges Garbett, together with its officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorney's fees, arising out of or in any way related to the Litigation and the subject matter of this Agreement, except that this release does not extend to any breach of this agreement.

5. **Integration.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and integrates all prior conversations,

discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

6. Counterparts. This document may be executed in one or more counterparts, which together shall constitute one and the same document.

7. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

8. Additional Acts. The parties shall do such further acts and things and shall execute and deliver such additional documents and instruments as may be necessary or reasonably requested by a party or its counsel to obtain approvals or other benefits described in this Agreement.

9. Authorization. Each individual executing this Agreement does thereby represent and warrant to the other signers that the individual has been duly authorized to execute and deliver this Agreement in the capacity and for the party specified.

10. Mutual Participation in Document Preparation. Each party has participated materially in the negotiation and preparation of this Agreement and any related items; in the event a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.


11. No Third-Party Beneficiary Interests. Nothing contained in this Agreement is intended to benefit any person or entity other than the parties to this Agreement; and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

12. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.

FARMINGTON DEVELOPMENT
CORPORATION


By
Its


FRBS1013177

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 14th day of December, 2011, before me personally appeared Bryson Garbett, known to me to be the person who executed the Settlement Agreement and General Release of All Claims herein in behalf of Farmington Development Corporation and acknowledged to me that he/she executed the same for the purposes therein stated.




Notary Public

FARMINGTON CITY

By _____
Its _____

Attest:

Farmington City Recorder

230090.1

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Planning Commission Appointments

ACTION TO BE CONSIDERED:

Approve the list of Planning Commission members and BOA Alternate

GENERAL INFORMATION:

See staff report prepared by the Mayor.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

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CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

* MEMORANDUM * * *

To: Farmington City Council

From: Scott Harbertson, Mayor

Date: December 14, 2011

Re: Planning Commission Members and BOA Alternate

In response to the City's request for volunteers to serve on the Planning Commission, city staff and I interviewed a number of qualified candidates, and I now wish to appoint the following applicants with your advice and consent:

- Bob Murri to serve 2 years (Jan 1, 2012 - Dec 31, 2013) for the unexpired term of Nelson Michaelson.
- Kris Kaufman, who had been serving as an alternate, to serve 2 years (Jan 1, 2012 - Dec 31, 2013) for the unexpired term of Jim Young.
- Brett Anderson, who had been serving as an alternate, to serve 3 years (Jan 1, 2012 - Dec 31, 2014) replacing Steve Anderson whose term expires.
- Brigham Mellor to serve 4 years (Jan 1, 2012 - Dec 31, 2015) replacing Randy Hillier whose term expires.
- Michael Nilson to serve an additional year (or 5 years total) extending his term to Dec 31, 2015.
- Brad Dutson to serve as an alternate for a 1 year term (Jan 1, 2012 - Dec 31, 2012).
- Mack McDonald to serve as an alternate for a 1 year term (Jan 1, 2012 - Dec 31, 2012).
- Nate Creer to serve as an alternate on the Board of Adjustment (BOA) for a one year term.

Cc: Dave Millheim, City Manager
Dave Petersen, Community Development Director

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Public Hearing: Consideration of Schematic Plan approval for Spring Creek Estates Phase 6

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See enclosed staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



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CITY MANAGER

City Council/Planning Commission Staff Report

To: Honorable Mayor and City Council
Planning Commission

From: David E. Petersen, Community Development Director

Date: December 9, 2011

SUBJECT: **SPRING CREEK PHASE 6 SCHEMATIC PLAN**

RECOMMENDATIONS

Planning Commission: recommend that the City Council approve the Spring Creek Phase 6 Schematic plan as requested subject to all applicable development standards and ordinances and the following:

1. The City Council must grant a waiver of open space or conservation land as per Section 11-12-065 of the Zoning Ordinance, and must enter into an agreement with the property owner, to include, among other things, a determination that the valuation of the 9 additional lots is fair to both parties, and the assurance that any loss of open space in Spring Creek Estates Subdivision must result in comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.
2. The development agreement for the entire Spring Creek Estates subdivision must be amended to incorporate the changes.
3. The final plat (or plats) and improvement drawings shall be prepared, reviewed, and approved by all applicable reviewing entities including but not limited to planning, engineering, storm water, sewer, culinary and secondary water, fire, and public works.
4. The applicant must comply with all conditions of preliminary plat approval for the entire Spring Creek Estates subdivision and provisions of the development agreement.

Findings:

- (1) The proposed schematic plan complies with the Subdivision Ordinance if the City Council grants a waiver, which waiver will result in comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

- (2) The projected consideration, or land costs to Farmington City, of at least \$180,000 for the area encompassing the proposed 9 lots, approximately 4.3 acres, exceeds the value of recently sold nearby conservation land as pasture/farm land. The more than comparable value will significantly help the City elsewhere acquire and/or improve usable park land or open space.
- (3) The City will, in time, realize a gain of approximately 80,000 in impact fees from the development of the 9 lots (part at plat recordation and part upon the issuance of building permits).
- (4) The four existing open space areas constitute small remnant parcels with little public benefit because individually the open spaces are isolated behind private property or configured in long narrow strips of unusable land not as desirable for public space.
- (5) Long term maintenance obligation associated with the four parcels will no longer be necessary.
- (6) The action sets a good precedent for the city to help in meeting its goals for future parks and open space.
- (7) The action also supports the City's goals to enable Burke Lane to connect with 1875 West street as contemplated by the its Master Transportation Plan.

City Council: Approve the recommendation of the Planning Commission subject to the same conditions and findings.

BACKGROUND

Agenda/Application Information.

Public Hearing:	Yes
Application No.:	S-14-11
Property Address:	1800 West 575 North (approx.)
General Plan Designation:	Rural Residential Density (RRD)
Zoning Designation:	Agricultural Estates (AE)
Area:	3.01 acres (approx.)
Number of Lots:	9
Property Owner:	Howard Kent/SLI Real Estate
Agent:	Howard Kent/SLI Real Estate

Request: Applicant is requesting a recommendation and approval for a schematic plan for the proposed Spring Creek Estates Phase 6 subdivision.

Joint Planning Commission/City Council Agenda Item.

The Planning Commission first considered the proposed Spring Creek Estates Phase 6 subdivision as a recommendation for Minor Plat approval before a public hearing at their meeting on November 10, 2011. They approved a recommendation, but upon a closer review of the ordinance they should have considered a recommendation for schematic plan approval, not minor plat approval. Therefore, a joint public hearing/meeting has been arranged to allow the Commission to clarify the matter. The is proposed conditions and findings of approval are

similar to those recommended at the November 10th meeting.

Yield Plan and Waiver.

The Spring Creek Estates development, which consists of phases 1, 2, 3a, 3b, 3c, 4, 5, and now a proposed 6th phase, is a Conservation Subdivision. A yield plan, which is required for all conservation subdivisions and shows how many lots can be developed under a conventional scenario, is necessary to determine and calculate the base number of dwelling units for any given property to be developed as a conservation subdivision. Once this determination is made, one cannot receive approval for this base number of dwelling units (or any bonuses associated thereto) unless one provides open space as prescribed by the ordinance. It is also possible to receive a waiver of the open space requirements as set forth in Section 11-12-065 and 11-12-068, but any such waiver shall require comparable compensation, off-site improvements, amenities or other consideration of comparable size, quality and/or value.

A yield plan for the development prepared on November 8, 2007, resulted in 140 lots and if bonuses are achieved, based on the amount of open space or conservation land dedicated, one may develop 168 lots on the property. Nevertheless, a recent re-analysis of the yield plan resulted in an additional 9 lots (or 149 lots total), and a 178 actual lots are possible if bonuses are achieved. The current proposal for phase 6 brings the total lot count to 177, or one lot below the possible amount.

The property owner, Howard Kent, received a recommendation for final plat approval for Spring Creek Estates Phase 3c from the Planning Commission on June 16, 2011, and thereafter the City Council approved it on July 19, 2011. The plat includes 4 open space parcels (4.309 acres in total) required as a condition of its approval: Parcel C—1.382 acres, Parcel G—0.693 acres, Parcel D—1.417 acres, and Parcel E—0.817 acres (these parcels are highlighted on an enclosed copy of the existing approved final plat for Phase 3c). Although the plat was approved last July, it has not yet been recorded.

It is proposed that the developer receive a waiver as referenced herein, to develop 9 lots on the open space in phase 3c so long as the revenue realized from such action is expended to acquire/improve open space elsewhere for park and/or open space property [an initial proposal reviewed by the Planning Commission on November 10, 2011, was for a transfer of development rights (TDR), not a waiver of open space.

The lots displaced by the development of a park will, by agreement, be transferred to this location. The benefits (or land) realized from this transfer of development rights can only be used for open space.

The request is for schematic plan approval is for a “Minor Subdivision”. Such subdivisions must meet the following requirements as set forth in Chapter 5 of the Subdivision Ordinance:

- (1) Less than ten lots shall be created in the subdivision;
- (2) The subdivision shall not require the dedication of any land for public streets or other public purpose;

- (3) The area to be subdivided shall be immediately adjacent to existing public streets and utilities and shall not require the extension of any such streets or utilities. The Subdivider shall be required to complete any public improvements on an existing street which are not in place at the time the application to develop a minor subdivision is made. Such improvements shall include any necessary storm drainage facilities, highback curb, gutter, sidewalk, and/or asphalt paving;
- (4) The subdivision is not traversed by the mapped lines of a proposed street as shown in the General Plan;
- (5) The proposed minor subdivision shall conform to the general character of the surrounding area. New lot lines shall conform to the general pattern of existing lot lines;
- (6) Lots created shall not adversely affect the remainder of the parcel or adjoining property and shall conform to the applicable provisions of the Zoning Ordinance; and,
- (7) Utility easements shall be dedicated.

The proposed 9 lots take in most of the open space, but not all. As part of the waiver request The applicant is also requesting lot line adjustments involving adjacent lots to capture the remaining open space in Phase 3c not part of the minor subdivision, and a small amount of open space in the south and east area of a Parcel E will be conveyed to the City and will be included as part of a proposed adjacent detention basin. As with proposed additional lots, any open space “lost” to boundary line adjustments must also receive a waiver meeting the same requirements.

Supplemental Information

- (1) Existing Phase 3c plat with current open spaces highlighted in yellow.
- (2) Schematic Plan for Spring Creek Estates Phase 6.
- (3) A portion of the proposed modified master plan (or preliminary plan) for the entire subdivision.
- (4) Memo from David Petersen to the Mayor and City Council, November 30, 2011.
- (5) Valuation, Burke Lane 5 Lots.
- (6) Valuation, Four additional Lots.
- (7) Existing Preliminary Plat for the entire Spring Creek Estates Subdivision, December 6, 2007.
- (8) Letter from Jared Hall to the applicant, December 13, 2007 [note: the Planning Commission’s conditions of approval for the preliminary plat, dated December 6, 2007, are set forth in this letter].

Applicable Ordinances

- (1) Title 11, Chapter 12 – Conservation Subdivisions
- (2) Title 12, Chapter 3 – Schematic Plan
- (3) Title 12, Chapter 5 – Minor Subdivisions

Respectively Submitted



David Petersen
Community Development Director

Concur



Dave Millheim
City Manager

Spring Creek Estates No. 3-C

A part of the Southwest 1/4 of Section 14,
T34N, R11W, SLB44E, U.S. Survey
Farmington City, Davis County, Utah

HABITAT:
This Survey and Subdivision plat was done at the request of Mr. Howard Kent of SLJ Commercial Real Estate, for the purpose of putting fifteen (15) lots in the Farmington City, Davis County, Utah, U.S. Survey, T34N, R11W, SLB44E, U.S. Survey, a new bearing South 0°03'54" East between the Northwest corner and the West 1/4 corner not used as the basis of bearings. Property owners were monumented as depicted.

PROPERTY LINE CURVE DATA

(1)	(2)	(3)	(4)	(5)	(6)	(7)
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Farmington City, Davis County, Utah

LEGEND

- ▲ Set Mail & Register
- Set Mail & Copy w/ Forwarding
- Mail & Post
- ◆ Movement to the Set
- ◆ Switches Current
- ◆ Applied Mail
- ◆ Non-Deliverable Mail (N/D)
- ◆ Daily Capacity Survey
- ◆ Customer Service Area

[illegible]

NOTE: 10th wide Public Utility easement as indicated by dashed lines around the otherwise shown

SHEET 2 OF 3

DAVIS COUNTY RECORDER

DEED NO. _____ FILED FOR RECORD AND
RECORDED _____ AT _____
IN BOOK _____ BY OFFICIAL
RECORDS, PAGE _____ RETURNED
FOR _____

DAVIS COUNTY RECORDER

GRAND FINAL

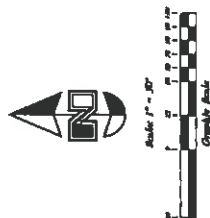
5-26-5



**GREAT BASIN
ENGINEERING**

A part of the Southwest 1/4 of Section 14,
T3N, R1W, SLB&M, U.S. Survey

Farmington City, Davis County, Utah



- LEGEND**
- | | |
|-------|------------------------------------|
| ▲ | Sat Night @ Warehouse |
| ● | Sat Dinner @ Camp w/ Family/Friend |
| ○ | Week @ Track |
| ◆ | Management Asst @ Sat |
| ◆ | Salesperson |
| ◆ | Headed By |
| (N/A) | Not-Required Item |
| (N/A) | Do Not Carry Survey |
| — | Estimated Future Use |

NOTE: 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown

1305

DAVIS COUNTY RECORDER
ENTRY NO. _____ SET PAID
COUNTY _____ FILED FOR RECORD AND
AT _____
IN BOOK _____ OF OFFICIAL
RECORDS, PAGE _____ RECORDED
ON _____

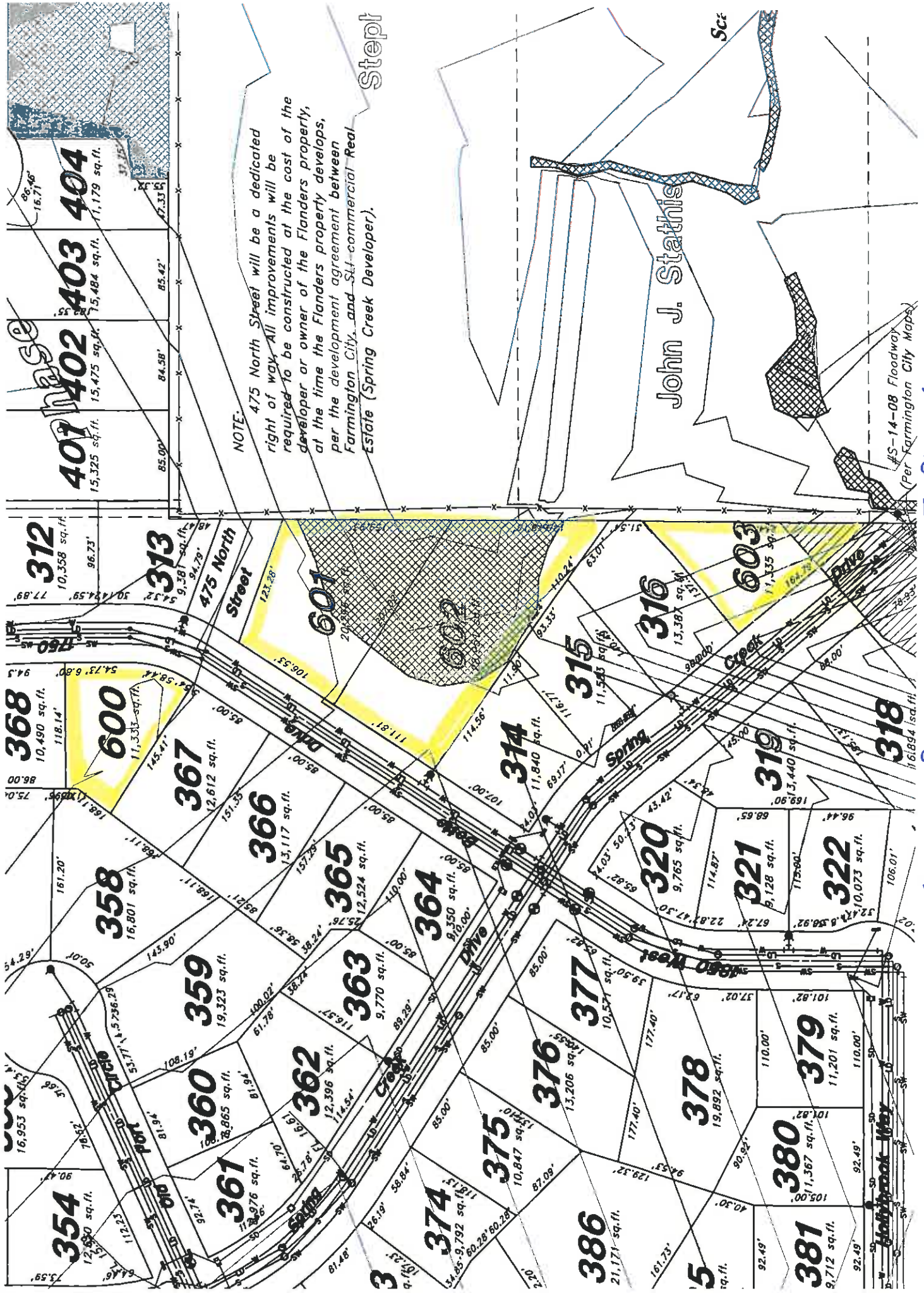
DAVIS COUNTY RECORDER

DATE 5-26-2011

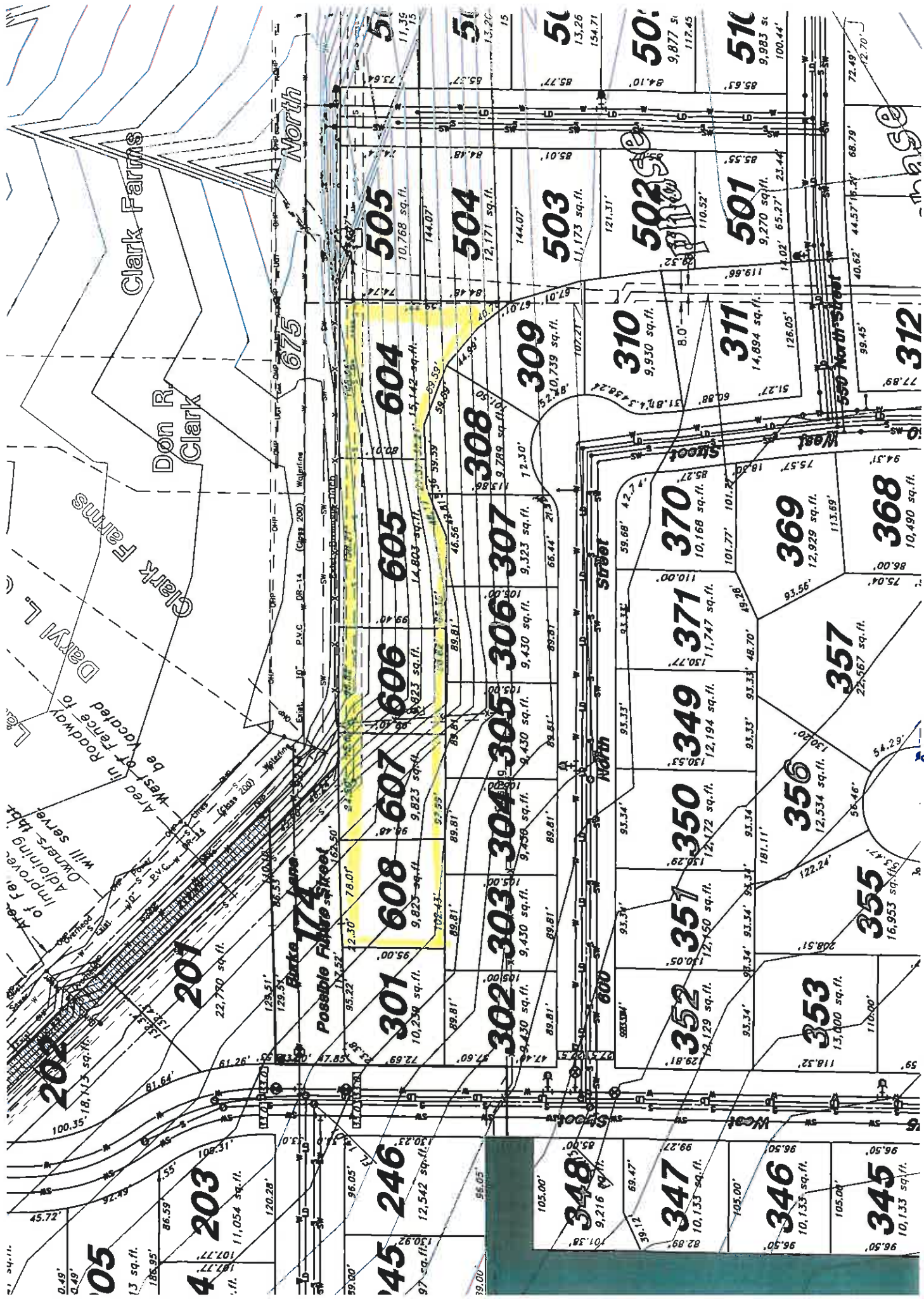


GREAT BASIN ENGINEERING
 7400 NORTH 134th EAST AVE. SUITE 3000
 TACOMA, WA 98404
 WWW.GREATBASINENGINEERING.COM

Farmington Ranches Phase 5 Subdivision



Schematic Plan Spring Creek Estate Phase 6



Schematic Plan Spring Creek Estates Phase 6



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

* MEMORANDUM * * *

To: Mayor and City Council

From: Dave Petersen, Community Development Director *DEP*

Date: November 30, 2011

Re: Spring Creek Estates Phase 6

The Spring Creek Estates development is generally located in the vicinity of 1875 West and Burke Lane. The master plan/preliminary plat for this multi-phase project consists of 168 lots and several acres of open space.

Recently, the developer, Howard Kent received final plat approval for Phase 3c. The plat includes 4 open space parcels (4.309 acres in total) required as a condition of its approval: Parcel C—1.382 acres, Parcel G—0.693 acres, Parcel D—1.417 acres, and Parcel E—0.817 acres (these parcels are highlighted on an enclosed copy of the existing approved final plat for Phase 3c). Although the plat was approved last July, it has not yet been recorded.

As per Section 11-12-065 of the Zoning Ordinance, the developer is now interested in eliminating the aforementioned open space by creating 9 new lots, and in some cases adjusting boundary lines of adjacent lots. In order to do away with the open space he must provide to the City “comparable compensation, off-site improvements, amenities, or other consideration of comparable size, quality and/or value”. Enclosed, for your review and critique, is Mr. Kent’s valuation calculations, which calculations are organized into two groups: 1) five lots on Burke Lane, and 2) four additional lots located elsewhere in the subdivision (see proposed highlighted lots on the enclosed master plan/preliminary plat).

The four lots are much more profitable than the 5 lots, because unlike Burke Lane these lots will be located on fully improved streets [note: the 5 lots cannot be considered “building lots” by ordinance unless they also front a fully improved street]. Nevertheless, at the same time the public also benefits because the development of the 5 lots enables Burke Lane to connect with 1875 West street as contemplated by the City’s Master Transportation Plan. Together, the development of both lot groupings (a possible proposed Phase 6 of the overall project), appears to meet the just compensation criteria set forth in the ordinance, so long as the land costs to Farmington City are spent solely on open space/park acquisition and/or improvement of open space or parks.

Cc: Dave Millheim, City Manager

Spring Creek 3 C
Burke Lane 5 Lots

Sales	5 Lots @ \$75,000.00		\$375,000.00
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Cost of Improvements

Engineering	5 Lots @ \$1,000.00	\$5,000.00	
RJT Bid		\$207,000.00	
Power, Gas. & Telephone	5 Lots @ \$2,400.00	<u>\$12,000.00</u>	
			\$224,000.00

Other Cost

Farmington City Fees	5 Lots @ \$12,000.00	\$60,000.00	
Finance Cost		<u>\$6,000.00</u>	
			\$66,000.00

Land Cost (To Farmington City)			\$10,000.00
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Profit, sales expense & overhead 20% of \$75,000.00	5 Lots @ \$15,000.00		<u>\$75,000.00</u>
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System Payback from City Impact Fees

Creek piping

Burke Lane ("Possible Future Street")		\$ 77,925.50
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Spring Creek 3 C Four Additonal Lots

Sales	4 Lots @ \$80,000.00	\$320,000.00
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Cost of Improvements

Engineering	4 Lots @ \$500.00	\$2,000.00
RJT Bid		\$13,300.00
Power, Gas. & Telephone	4 Lots @ \$625.00	<u>\$2,500.00</u>
		\$17,800.00

Other Cost

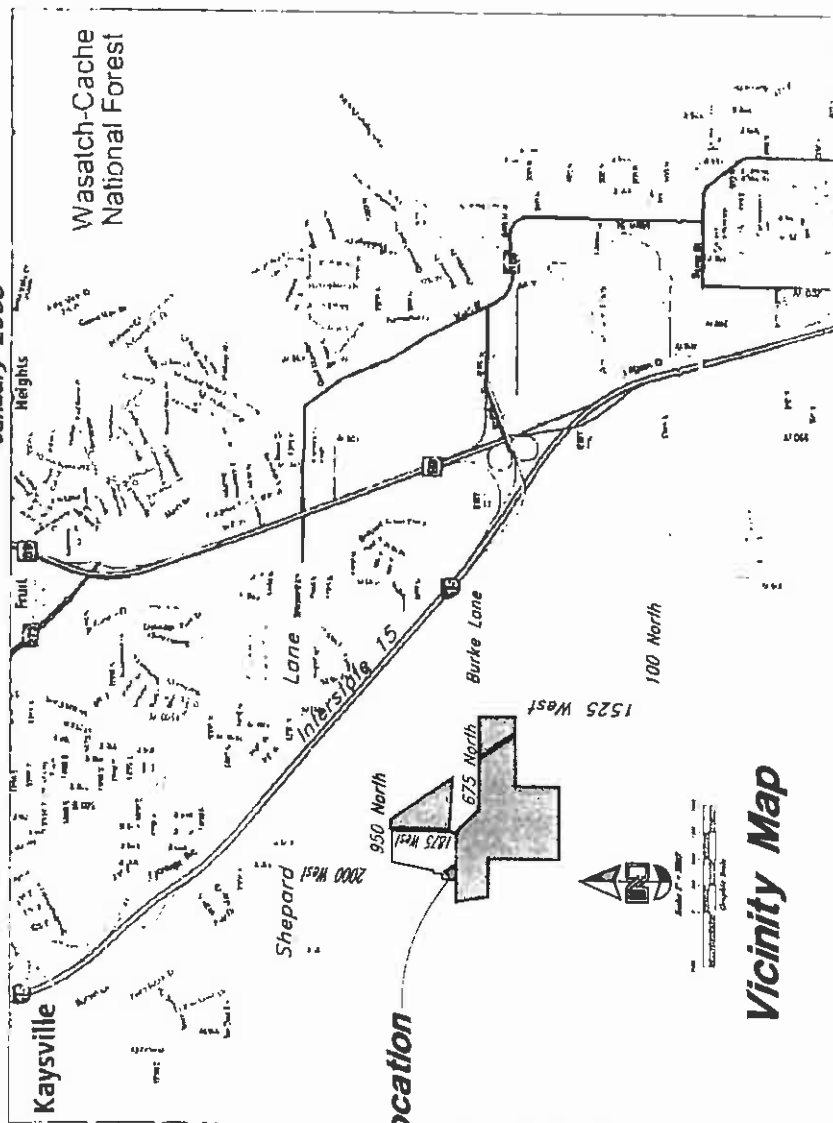
Farmington Clty Fees	4 Lots @ \$12,000.00	\$48,000.00
Finance Cost		<u>\$3,500.00</u>
		\$51,500.00

Land Cost (To Farmington City)		\$170,700.00
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Profit	4 Lots @ \$20,000.00	<u><u>\$80,000.00</u></u>
25% of \$80,000.00 = \$20,000.00		

Dec 6, 2007

A part of the West 1/2 of Section 14 the Southeast 1/4 of Section 15, T3N, R1W, SLB&M, U.S. Survey Farmington City, Davis County, Utah
January 2005

[illegible]

UW:JOIN7L_McKittickVwJoIN7LPRF3.dwg, 11/21/2007 1:06:19 PM, daniel.1:2195.19

Not to be Recorded

Preliminary Plan

THIS PRELIMINARY PLAN HAS BEEN SUBMITTED AT THE REQUEST OF THE DEVELOPER

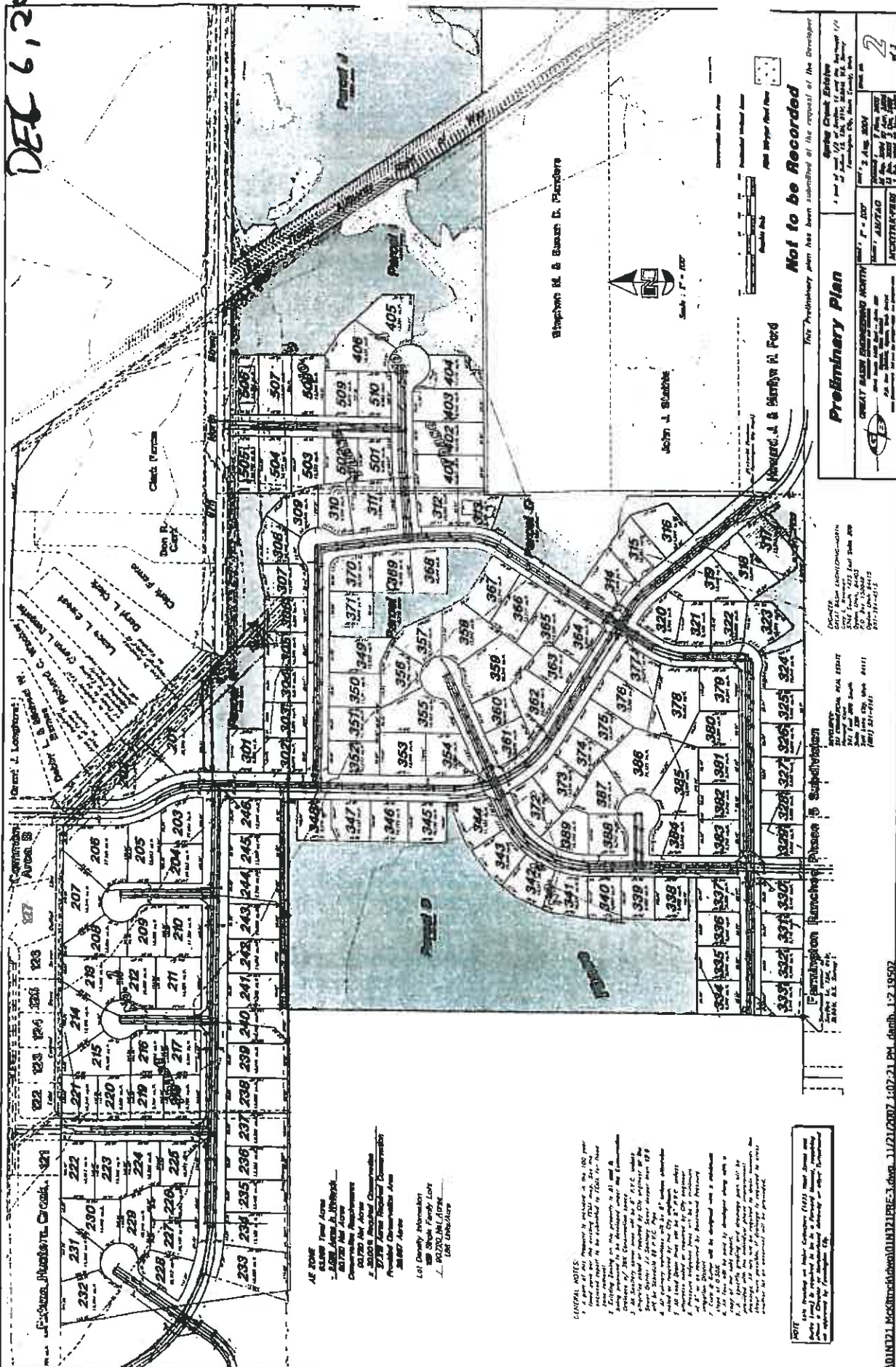
Preliminary Plan

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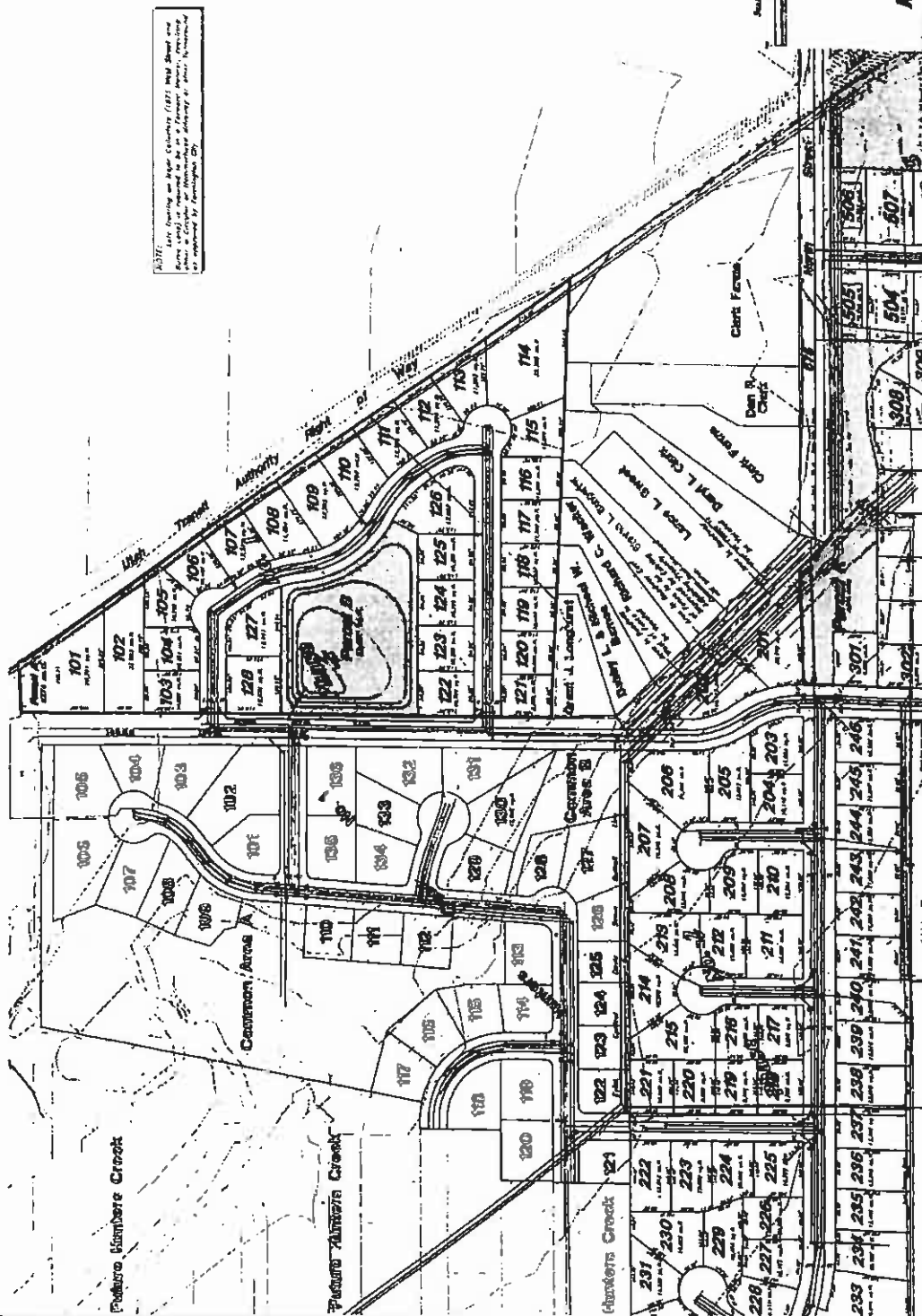
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Account No. _____	Account Name _____	Account Type _____	Account Status _____	Account Balance _____	Account Date _____	Account Page _____ of 3
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DEC 19 1970



Dec 6, 2007



GENERAL NOTES

1. All work to be performed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.
2. General Notes on the Plans apply to all items.
3. General Notes on the Specifications apply to all items.
4. All work shall be completed by the date specified in the Notice to Proceed.
5. All work shall be completed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.
6. All work shall be completed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.
7. All work shall be completed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.
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9. All work shall be completed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.
10. All work shall be completed in accordance with the 1989 year edition of the Standard Specifications for Highway Construction as published by the Department of Transportation, State of Maryland.

DENTONIA
 2151 E. 200 South
 Dayton, OH 45424
 (937) 233-8781

DENTONIA
 2151 E. 200 South
 Dayton, OH 45424
 (937) 233-8781

Not to be Recorded

Spring Credit Extension

Preliminary Plan



GREAT BASIN ENGINEERING NORTH
— Serving Builders and Owners —
 1000 West 12th St., Suite 100
 Salt Lake City, UT 84119
 P.O. Box 10000, Salt Lake City, UT 84110
 — Phone: 801/462-8888 — Fax: 801/462-8889

W\OIN\21_McKätrick\chem\OIN32\REF-3.dwg 11/21/2007 1:08:00 PM daniel 1:2 19502



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

PAULA ALDER
RICK DUTSON
DAVID S. HALE
LARRY W. HAUGEN
SID YOUNG
CITY COUNCIL

MAX FORBUSH
CITY MANAGER

December 13, 2007

SLI Commercial Real Estate- Howard Kent
261 East 300 South, Suite 350
Salt Lake City, Utah 84111

Dear Howard:

The Farmington City Planning Commission voted on December 6, 2007, to recommend an amended Spring Creek Estates Master Plan (or grant preliminary plat approval for a modified preliminary plat) to increase the number of lots from 162 to 169 (S-~~11~~⁹-07).

The motion for approval is subject to all applicable Farmington City development standards and ordinances, with the following conditions:

1. The approval thereof shall be subject to all conditions of the previous master plan approval (or preliminary plat approval) for the entire Spring Creek Estates project and the development agreement related thereto.
2. The development agreement for the Spring Creek Estates subdivision must be amended to accommodate the amended master plan.
3. All conditions regarding the preliminary plat recommendation for Phase 4 and 5 must be met.
4. The proposed amended plan or plat must be modified as follows:
 - a. Lot 301 must be move to a location acceptable to the City.
 - b. Lot 302 (or other lots) must be enlarged to close the gap between lot 302 and 1875 West Street.
 - c. Applicant must stub a dedicated right-of-way to the Stephen Flanders property. It may be necessary to shift the location of Lot 313 to accommodate this stub street. This right-of-way shall remain unimproved until such time as the Flanders property is developed. In the event this occurs, the sole cost and design of the improvement thereof shall be the sole responsibility of the developer of the Flanders property.

FILE COPY

5. The development of the subdivision must compliment the rolling topography of the site.

The Planning Commission established the following findings:

- a. Provides traffic circulation in the area and will accommodate an eventual north to south alternative to the two rail road crossings.
- b. Complies with requirements of the Conservation Subdivision Ordinance.
- c. Allows for permanent open space off site near the old mill by Farmington pond.
- d. The amendment is consistent with the General Plan for the area.
- e. The stub street does provide for future access to the Flanders property.

You will be notified of the date and time your application will be placed on the City Council agenda.

If you should have any comments or questions, please contact our office at 451-2383.

Sincerely,



Jared Hall
Assistant City Planner

cc: Max Forbush, City Manager
Paul Hirst, City Engineer

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Presentation of “Award of Financial Reporting Achievement” to Keith Johnson

ACTION TO BE CONSIDERED:

Galen Rasmussen from the Utah GFOA organization will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Review and Acceptance of Audit Report

ACTION TO BE CONSIDERED:

Approve the audit report for FY 2011.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: December 14, 2011

Subject: **AUDIT REPORT.**

RECOMMENDATION

Approve the audit report for FY 2011.

BACKGROUND

Enclosed is the CAFR (comprehensive annual financial report) for FY 2011. The City is in very good shape financially as far as the General Fund is concerned. The General Fund total balance ended at \$1,839,830 of that \$87,877 is restricted for class C road and liquor law, which leaves a total of \$1,751,953 in unrestricted fund balance. This is over the 18% that the City is suppose to carry. So that is basically the only finding the auditors had against the City. We do need to move some of that money to a capital project fund this year, which we will be deciding on how much and where in the future as we come to the Council with a list of projects and ideas with the study that we have done forecasting the next 5 to 10 years.

All of the other funds look good including the water fund, with the water rate increase, turned around and had the charges for services actually cover the operating expenses. This is what needed to happen in order to build the fund balance so as to pay for ongoing repair and replacement projects. With the review of Lagoon rates, we will be proposing to change the commercial rates to be more equitable across commercial users. That will tie back to the water rate studies and the increase that were needed when the rates were changed.

The auditors will give a presentation at the work session and in the City Council meeting to discuss the audit in more detail.

Respectfully Submitted,

Keith Johnson,
Assistant City Manager

Review and Concur,

Dave Millheim,
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

**S U B J E C T: Public Hearing: Local Consent and Approval for Parkstone Wood
Kitchen & Bar Class B Beer License**

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Approve the Class B Beer License Application
3. Approve Local Consent form for the State Liquor License

GENERAL INFORMATION:

See enclosed staff report prepared by Ken Klinker.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Ken Klinker, Planning Department
Date: December 12, 2011

SUBJECT: **LOCAL CONSENT AND APPROVAL FOR PARKSTONE WOOD
KITCHEN & BAR CLASS B BEER LICENSE**

RECOMMENDATION

1. Hold a Public Hearing as Required by City Code.
2. Approve the Class B Beer License Application
3. Approve Local Consent form for the state liquor license

The approval should be conditional upon their providing the required surety bond and DRAM insurance and receiving the State liquor license before the Beer License is actually issued, and upon compliance with all conditions of Title 32B of the Utah State Code and City Ordinances.

BACKGROUND


Parkstone Wood Kitchen & Bar is applying to the Utah Department of Alcohol Beverage Control Licensing and Compliance Section for a Full Service- Restaurant liquor permit to allow them to serve alcohol in their restaurant at Station Park. They are also applying for a Farmington City Class B License and a Farmington City General Business License.

In order for them to apply for the state permit, they are required to get a Local Consent form signed by the City. Farmington Ordinance 6-5-160 (see attachment) allows the City to provide local consent for such applications, but public comment must be taken before the application is considered.


The site plan for the restaurant has been approved, and the restaurant is the legal distance away from schools, churches, public libraries, playgrounds, and parks. The attached applications show the floor plan for this proposed use.

The \$10,000 bond is pending development of a Surety Bond form for Class B licenses by the City Attorney. The \$1 million DRAM insurance will be covered by their existing corporate insurance.

Respectfully submitted,


Ken Klinker
Planning Department

Review and concur,


Dave Millheim
City Manager

Attachment-

Section 6-5-160 Processing of Applications; Local Consent.

(a) Any request for local consent from the City for the issuance of a liquor license or permit by the Commission in accordance with Title 32A, Utah Code Annotated, shall be in writing and shall be directed to the Business License Official and the City Community Development Director. The written request for local consent shall be accompanied by:

- (1) An approved site plan or conditional use permit or copy of the requesting party's business license, one of which shall be a prerequisite to obtaining local consent;
- (2) Evidence of proximity to any school, church, public library, playground or park; and
- (3) A floor plan of the business, including areas where the requesting party proposes to keep, store and sell liquor; and
- (4) Any other information the City may require to accurately evaluate the merits of the request.

(b) Upon receiving the request and the accompanying information, the Business License Official shall submit the request to appropriate City departments for their review and comment. The request shall be reviewed by the City Council at a regularly scheduled meeting not more than 45 days after a complete application is received. The Council shall take public comment on the request. After review of the request and accompanying information, the Council shall vote on whether or not to grant its consent for the issuance of a liquor license.

(c) Operational Restrictions. Each person granted a liquor license and the employees, management and personnel of the licensee or permittee shall abide by the conditions and requirements provided in the Alcoholic Beverage Control Act.

(d) Restrictions on Local Consent. There shall be no limitation on the number of Local Consents granted by Farmington City.

"FULL-SERVICE RESTAURANT LIQUOR LICENSE"

LOCAL CONSENT

Date: _____

Attn: DABC Licensing & Compliance Section

Farmington, ☒ City ☐ Town ☐ County

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name: Parkstone Wood Kitchen & Bar

Applicant / Business Owner: Station 15 Partners, LLC

Location Address: Station Park, Suite G150, Farmington, UT

Pursuant to the provisions of Utah Code 32B-5-201 and 32B-6-201 through 205.1, this license allows for the storage, sale and consumption of liquor on the premises.

☐ Check if applicable

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Print Name / Title

This is a suggested form. A city, town, or county's own form is acceptable.
Local consent may be faxed to the DABC at 801-977-6889 or mailed to:
Department of Alcoholic Beverage Control
PO Box 30408
Salt Lake City, UT 84130-0408

☒ New
☐ Renewal

FARMINGTON CITY
CLASS B LICENSE APPLICATION
(Please print)



Name of Business: Parkstone wood kitchen & bar

Business Address: Station Park, Suite G150, Farmington, UT 84025

1. Have you ever been denied a license to sell or otherwise dispense beer by any federal, state, county, city or other local government entity? If yes, please provide all pertinent information relating thereto.

NO

2. If the applicant is a partnership, list the names and addresses of all partners. If the applicant is a corporation, list the names and addresses of all officers and directors.

Name	Address
Allan B. Gantes, Trustee of	
the ABC Separate Property Trust, Dated May 14, 2008	
James B. Gantes, Trustee of	
the ABC Separate Property Trust, Dated July 12, 2007	
Jacqueline B. Gantes	
John D. Gantes, Jr.	

3. Please include the following with the application:

- (a) Copy of applicant's on-premise beer retailer license from the Commission
- (b) An approved site plan and/or conditional use permit or a copy of the applicant's business license
- (c) Evidence of proximity to any Community Location (new licenses only)
- (d) A floor plan of the restaurant, including consumption areas and an area where the applicant proposes to keep, store, and sell beer (new licenses only)
- (e) A signed consent form stating that the Licensee will permit any authorized representative of the Commission, City, City Police Department or Health Department unrestricted right to enter the premises
- (f) Evidence that the business is carrying DRAM shop insurance coverage of at least five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) in the aggregate
- (g) Renewal Information *

(h) **\$10,000.00 Bond ****

(i) **\$300.00 License Fee**

50% off = \$150.00

The undersigned hereby certifies that the above information is true and correct and that the undersigned has full authority to represent the owner(s) of the business in making this application. The undersigned further certifies and states under oath that the applicant has read, understands, and has complied with all requirements applicable to the applicant under the Utah Liquor Control Act and the requirements of Title 6 of the Farmington City Ordinances.


Signature Allan B. Gantes,
Manager

* As per Section 6-5-130 of Title 6 of the Farmington City Ordinances:

Applications for renewal of retail beer licenses issued under this Chapter shall be accompanied by a statement setting forth the gross sales of beer by the licensed establishment during the preceding year, and the total gross revenues from all sources of sales during the same year. Renewal applications which are not accompanied by the required statement shall be deemed incomplete and shall not be processed until the statement is supplied.

** As per Section 6-5-080 (g) of Title 6 the Farmington City Ordinances:

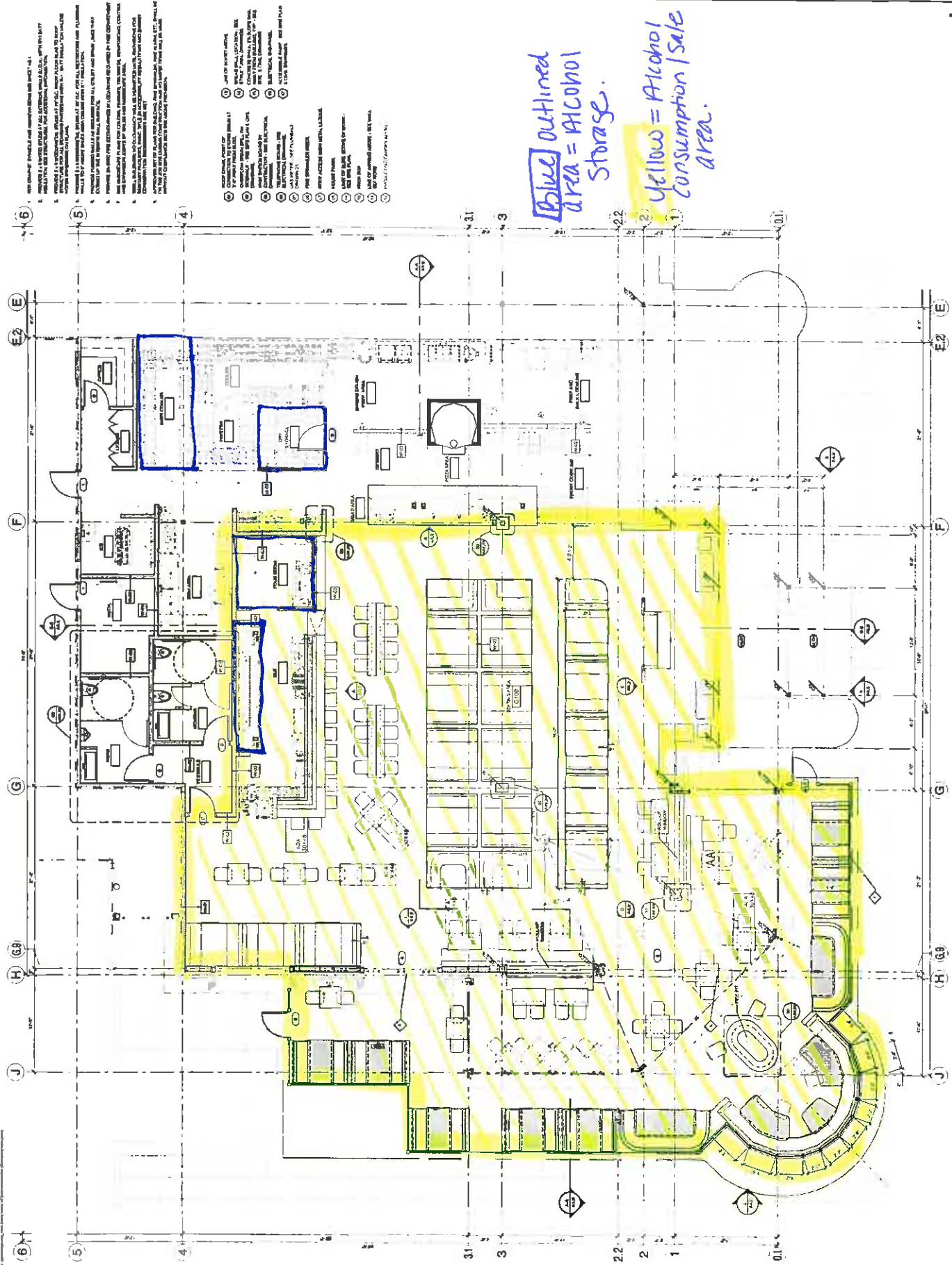
(13) Each Class B Beer Licensee shall post a cash, corporate or surety bond in the penal amount of ten thousand dollars (\$10,000) payable to the City which the Licensee has procured and thus maintained for so long as the Licensee continues to hold its Class B License.

(i) The bond shall be in a form approved by the City Attorney conditioned upon the Licensee's faithful compliance with this Title and the rules of the Commission.

(ii) If the ten thousand dollar (\$10,000) cash, corporate or surety bond is canceled due to the licensee's negligence, a three hundred dollar (\$300) reinstatement fee may be assessed by the City. No part of any cash or corporate bond so posted may be withdrawn during the period the license is in effect or while revocation proceedings are pending against the Licensee. A bond filed by the Licensee may be forfeited if the license is finally revoked.

Please contact Farmington City Hall if you would like a copy of the Business Regulations





STATION 15 PARTNERS, LLC

November 4, 2011

To Whom It May Concern:

Station 15 Partners, LLC will permit any authorized representative of the Commission, City, Police Department or Health Department unrestricted right to enter the premises at Station Park, Suite G150, Farmington, UT 84025.

Station 15 Partners, LLC



Allan B. Gantes, Manager

STATION 15 PARTNERS, LLC

November 4, 2011

To Whom It May Concern:

The hours of operation for ParkStone Wood Kitchen & Bar's located at Station Park, Suite G150, Farmington, UT 84025 will be as follows:

Monday – Thursday: 11:00am – 11:00pm

Friday – Sunday: 11:00am – 12am (midnight)

Station 15 Partners, LLC



Allan B. Gantes, Manager

STATION 15 PARTNERS, LLC

November 4, 2011

To Whom It May Concern:

Station 15 Partners, LLC is aware of the following:

Carrying alcoholic beverages onto a Class B premises:

1. A person shall not bring onto the premises of a Class B Licensee any alcoholic beverage for on-premise consumption.
2. An employee of a Class B Licensee, while on duty, shall not consume an alcoholic beverage or be under the influence of alcoholic beverages.

Class B Licensee shall display in a prominent place on the premises:

1. The Class B License issued by the City and the on-premise beer retailer license issued by the Commission;
2. A sign in large letters stating: "WARNING, THE CONSUMPTION OF ALCOHOLIC BEVERAGES PURCHASES IN THIS ESTABLISHMENT MAY BE HAZARDOUS TO YOUR HEALTH AND THE SAFETY OF OTHERS."
3. A sign in large letters stating: "WARNING, DRINKING ALCOHOL DURING PREGNANCY HAS BEEN LINKED TO BIRTH DEFECTS AND IS THE LEADING KNOWN PREVENTABLE CAUSE OF MENTAL RETARDATION."

Monetary Value of License:

1. A person having been granted a Class B license shall not sell, exchange, barter, give or attempt in any way to dispose of the license whether for monetary gain or not.
2. A Class B License has no monetary value for the purpose of any type of disposition.

A person's willingness to serve alcoholic beverages and/or beer shall not be made a condition of employment as a server with a Class B Licensee.

Station 15 Partners, LLC



Allan B. Gantes, Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 20, 2011

S U B J E C T: Minute Motion Approving Summary Action List

1. Kimoto Lot Line Adjustment
2. Ordinance Establishing Dates, Time and Place for Holding Regular City Council Meetings
3. Approval of Minutes from December 6, 2011
4. Resolution to Amend the City's Personnel Policies & Procedures
5. Ordinance Vacating the 100 North Right-of-Way – Rocky Mountain Power
6. Agreement with Rocky Mountain Power

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: December 12, 2011

SUBJECT: KIMOTO LOT LINE ADJUSTMENT

RECOMMENDATION

Approve the enclosed Lot Line Adjustment between Darren Kimoto and Candland Olsen.

BACKGROUND

On September 10, 2011, Darren Kimoto requested to purchase property from Candland Olsen. A warranty deed has been prepared for Mr. Olsen's signature and the land transaction will soon take place. Enclosed for your consideration, as recommended by staff, and as set forth in State Code Section 10-91-608(2) (1) (iii) is a Notice of Lot Line Adjustment. State Code states that all lot line adjustments must be considered at a local meeting by the local land use authority, which in our case is City Council.

Respectively Submitted

Christy Alexander
Associate City Planner

Review and Concur

Dave Millheim
City Manager

Darren and Mari Kimoto

Country Ln • Farmington, Utah 84025 • Phone (801)824-7400
Email: darren.kimoto@gmail.com

Date: September 10, 2011

Subject: Lot Line Adjustment in Farmington Creek Estates Phase III Development

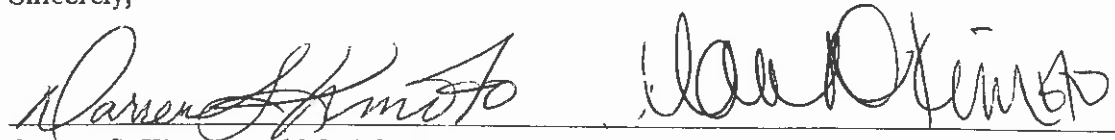
Dear Mayor and City Council:

This letter is serving as a petition for a Property Line Adjustment in the Farmington Creek Estates Phase III Development. The requested proposal is to take a portion of the open space located just west of lot 326 and create a parcel of land that can be deeded. I have included a copy of the proposed changes with this letter. Please see attached documents.

This proposed change is required to facilitate a purchase transaction. Darren and Mari Kimoto own Lot 326. Kandie and Alice Olsen own the Open Space west of lot 326. Recently an agreement has been reached wherein the Kimoto's agreed to purchase this portion of the open space from Mr. Olsen to enlarge their current lot. In order to facilitate that transaction, a lot line adjustment will be required. All parties are in agreement with the proposed changes.

I want to thank you for your time in looking into this matter and extend my appreciation for your approval of this request. If there are any questions that I could answer for anyone, please feel free to contact me at (801)-824-7400.

Sincerely,



Darren S. Kimoto and Mari D. Kimoto

Owners of Lot 326



Candland L. Olsen and Alice T. Olsen

Owner of Open Space

WHEN RECORDED RETURN TO:

Farmington City
Attn: City Manager
160 South Main Street
Farmington, Utah 84025

Affects Lot 326-A and the Parcel #3 Open Space of the Farmington Creek Estates PUD Phase III Subdivision

NOTICE OF LOT LINE ADJUSTMENT

November 23, 2011

RE: Lot Line Adjustment between Lot 326-A and the Parcel #3 Open Space of the Farmington Creek Estates PUD Phase III Subdivision, within Farmington City, Davis County, in the State of Utah.

Darren Kimoto("Kimoto") and Candland Olsen("Olsen") have proposed and agreed to a lot line adjustment between Lot 326-A and the Parcel #3 Open Space of the Farmington Creek Estates PUD Phase III Subdivision. The parcels of property resulting from this lot line adjustment are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. In compliance with §10-9a-608, *Utah Code Annotated*, the parties have demonstrated satisfactorily to the City of Farmington that:

1. Kimoto and Olsen agree upon the location of the new lot line as reflected in Exhibit A; and
2. The lot line adjustment does not result in remnant land that did not previously exist; and
3. The adjustment does not result in violation of applicable land use ordinances.

Farmington City therefore approves the request for a lot line adjustment as described on the attached legal description.

Reviewed by:

Owner signature, Darren Kimoto

Scott Harbertson
Mayor

Owner signature, Candland Olsen

Acknowledgments

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2011, personally appeared before me Scott C. Harbertson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.

My Commission Expires:

Notary Public
Residing at:

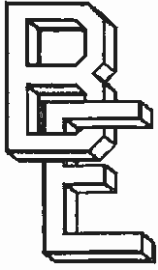
STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On this _____ day of _____ A.D., 2011, personally appeared before me, the undersigned Notary Public, in and for said county of _____, State of Utah, the signer(s) of this application who duly acknowledged to me that he/she/they are the owners of the property described in the application and that it was signed freely and voluntarily and for the uses and purposed therein mentioned.

My Commission Expires:

Notary Public
Residing in:

EXHIBIT “A”



Balling Engineering

323 East Pages Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419
Email: scott@ballinginc.com

J. Scott Balling, P.E., L.S.
David K. Balling, L.S.

Description of Property to be Conveyed from Olsen to Kimoto
For Candland Olsen
December 12th, 2011
By Scott Balling, PLS

Beginning at the Southwest Corner of Lot 2 of Bell Estates Planned Unit Development in Farmington City, Davis County, Utah, which point is also N89°48'16"E 1,329.43 ft. along the Section Line and N0°19'00"W 724.02 ft. from the West Quarter Corner of Section 25, T.3N., R.1W., S.L.B. & M. and running thence N89°55'04"E 150.56 ft. along the South Boundary of said Lot 2; thence S14°56'48"E 148.14 ft. along the West Boundary of Lot 326-A of Farmington Creek Estates Phase III, First Amendment; thence N77°12'53"W 193.00 ft.; thence N0°19'00"W 100.20 ft. to the point of beginning.

Containing 20,188 sq.ft. (0.4635 acres)

Country Lane

el. #6
Wetland
e Filled
5 Ac

Parcel #1C
Upland
Open Space
0.04 Ac

326-A

325

Parcel #8
Existing Wetland
to be Filled
0.24 Ac.

(EXISTING KIMOTO PROPERTY)

Stream Channel
0.01 Ac.

Parcel #9
Existing Wetland
to be Filled
0.06 Ac

Farmington Creek
1st Amendment

S14°56'48"E

148.14'

(TO BE DEEDED)

20188.3 Sq.Ft.

Bell Estates, P.U.D.
Lot 2

N89°55'04"E
150.56'

193.00'
N77°12'53"W

100.20'

623.82'

Point of
Beginning

N00°19'00"W

724.02'

N89°48'16"E
1,329.43'

(1/4 Section Line)



Ball Engineering

323 East Pages Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419
Email: cleslie@ballinginc.com

West 1/4 Corner
Section 25, T.3N.,
R.1W., S.L.B. & M.

el #6
Wetland
e Filled
5 Ac

Country Lane

Parcel #1C
Upland
Open Space
0.04 Ac

326-A

325

Parcel #8
Existing Wetland
to be Filled
0.24 Ac.

(EXISTING KIMOTO PROPERTY)

Stream Channel
0.01 Ac.

Parcel #9
Existing Wetland
to be Filled
0.06 Ac

Farmington Creek
1st Amendment

S14°56'48"E

148.14'

(TO BE DEEDED)

20188.3 Sq.Ft.

Bell Estates, P.U.D.
Lot 2

N89°55'04"E

150.56'

193.00'

N77°12'53"W

100.20'

623.82'

724.02'

Point of
Beginning

N00°19'00"W

N89°48'16"E

1,329.43'

(1/4 Section Line)



**Balling
Engineering**

323 East Pages Lane
P.O. Box 805
Centerville, Utah 84014
Phone: (801) 295-7237
Fax: (801) 299-0419
Email: cleslie@ballinginc.com

West 1/4 Corner
Section 25, T.3N.,
R.1W., S.L.B. & M.



FARMINGTON CITY

SCOTT C. HARBERTSON
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RICK DUTSON
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SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: December 13, 2011

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR
HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2012 City Council meetings.

BACKGROUND

City code requires the City Council to pass and post an ordinance establishing dates, time and place for City Council meetings. Special meetings can be added during the year when necessary. Regular meetings may also be cancelled if workload does not require a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE 2011-

AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING REGULAR FARMINGTON CITY COUNCIL MEETINGS

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON, UTAH:

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2012 shall be as follows:

January	3	&	17
February	7	&	21
March	6	&	20
April	17		
May	1	&	15
June	5	&	19
July	17		
August	7	&	21
September	4	&	18
October	2	&	16
November	6	&	20
December	4	&	18

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY _____ of _____ Council Members present at the regular meeting of the Farmington City Council held on this 15th day of December, 2011. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

By: _____
Scott C. Harbertson
Mayor

ATTEST:

Holly Gadd, City Recorder

FARMINGTON CITY COUNCIL MEETING

December 6, 2011

WORK SESSION

Present: Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot, and Sid Young, City Manager Dave Millheim, Finance Director Keith Johnson, Community Development Director David Petersen, Associate Planner Christy Alexander, Building Official Eric Miller, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Members elect Nelsen Michaelson and Jim Young were also present, and Mayor Harbertson was excused. Attorney Jody Burnett was also in attendance during the closed session.

Council Member **Rick Dutson** informed those in attendance that the **Mayor** was unable to attend and asked him to conduct the meetings.

Discussion with Scott Harwood of Haws Development

- **Red Barn Lane (Burke Lane) Street Vacation**

Dave Millheim said there has been considerable angst between the Haws Companies and the City regarding building code and compliance issues associated with the Red Barn. A possible solution may be to expand the TMU zone to include the barn parcel or to adjust the OMU boundary lines and add the barn to that zone. **Scott Harwood** (Haws Companies) said they are open to either option—they are more concerned about timing than anything else because they may tie it into a future apartment building project. They have received positive feedback regarding a possible garden/animal/community area use within the TMU zone. The Council expressed concern regarding safety issues, compliance with zoning regulations, and the timing for a final inspection. The City Manager does not want to give Haws an open-ended variance, and he suggested that the Council discuss the issue further in January.

- **Cost of fencing the trail along the railroad**

Dave Millheim pointed out that in the original Development Agreement, the City agreed upon a \$325,000 credit to the Haws Companies with certain conditions for trail improvements, among other things, and the City asked for an accounting of how the funds were spent. A handout from Forsgren Associates which listed the proposed expenses, but the actual invoices were not included. A rail fence was planned along the trail, but it has since been determined that a greater degree of safety is needed because of the railroad tracks. The Haws Companies asked the City to approve a chain link fence and to cover the additional cost (\$9 per square foot for a rail fence; \$14 for chain link). The Council agreed to a chain link fence but asked the Haws Companies to find a way to pay the difference, stating the maximum City credit would stay at \$325,000.

CLOSED SESSION:

Motion: At 6:35 p.m. a motion was made by **Cory Ritz** to go into a closed meeting to discuss strategy as it pertains to litigation with Garbett Homes. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Sworn Statement

I, Rick Dutson of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Rick Dutson, Mayor Pro Tem

Motion: At 7:15 p.m. **Jim Talbot** made a motion to reconvene into an open meeting. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

REGULAR SESSION

Present: Council Members John Bilton, Rick Dutson, Cory Ritz, Jim Talbot, and Sid Young, City Manager Dave Millheim, Community Development Director David Petersen, Associate Planner Christy Alexander, City Engineer Paul Hirst (arrived at 7:50 p.m.), City Recorder Holly Gadd, and Recording Secretary Cynthia DeCoursey. Council Members elect Nelsen Michaelson and Jim Young were also present, and Mayor Harbertson was excused.

CALL TO ORDER:

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Council Member **Rick Dutson** began the meeting at 7:15 p.m. and welcomed all who attended, including Youth Council Members **Alexon Tiem, Jaden Paget,** and **Olivia Oldroyd**. **Sid Young** offered the opening prayer, and the Pledge of Allegiance was led by local Boy Scout **Parker Nash**.

Update on wind storm cleanup efforts

Rick Dutson said the public response to the first wind storm and to the clean up prior to the second storm was amazing. He thanked City staff and residents for their efforts. **Dave Millheim** said he will receive a report from each Department Head which will provide information regarding which things that were done well and things that could have been better. He believes the clean-up effort would have taken at least four months if the residents had not assisted. The City is estimating that there was \$8 million in damage to public infrastructure, trees, and homeowners in Farmington—Park Lane Village, Lagoon, and the Oakridge Golf Course also sustained significant damage. The Sewer District estimates that they currently have a 3-4 year supply of green waste. In an effort to help Oakridge with their massive clean up efforts, the City plans to allow them to dump their waste on a nearby piece of City property, and Oakridge employees will grind it up which will significantly reduce the amount of loads to the Sewer District. He commended Rocky Mountain Power for their efforts concerning the power outages.

Approval of Minutes

Motion: **Sid Young** made a motion to approve the minutes of the November 15, 2011 City Council Mtg. as amended. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Talbot** and **Young**. Council Member **Ritz** abstained because he was absent.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission held November 10, 2011

The summary was included in the staff report, and there were no further comments.

Introduction of Mali Representatives

There were no representatives from Mali at the meeting.

Presentation by the American Cancer Society – Relay for Life

Representatives from the American Cancer Society—**Shelly Pierce, Wendy Kelly, and David & Kathy Layton**—spoke about the importance of the fight against cancer and said the next Relay for Life event will be held on June 22, 2012 at the Bountiful City Park.

PUBLIC HEARINGS:

Red Barn Lane (Burke Lane) Street Vacation

David Petersen explained that the City entered into an Agreement with the developer in 2008 and agreed to vacate a portion of Burke Lane as a public right-of-way, and this Ordinance accomplishes the requirements of the Agreement.

Public Hearing: **Rick Dutson** opened the public hearing at 7:55 p.m. There were no comments, and the public hearing was closed.

Sid Young pointed out that there are two utilities in that section of Burke Lane—a sewer line and a gas line—and a right-of-way should be provided to them. **Dave Millheim** explained that Red Barn Lane is not being vacated—the public right of way between Station Parkway and the Union Pacific Railroad is being vacated, and all easements of record stay in place as recorded easements. **Sid Young** said he is not sure that the easements are in place, and **Mr. Millheim** suggested that the Council adopt the ordinance subject to obtaining easement of record documents from the two utility companies.

Motion: **Cory Ritz** made a motion to approve the Ordinance vacating Burke Lane (Red Barn Lane) as a public right-of-way between Station Parkway/Burke Lane and the Union Pacific Railroad right-of-way subject to the presentation and recordation of easements to cover any and all public utilities within said right-of-way. The motion was seconded by **Sid Young** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

100 North Street Vacation

Christy Alexander explained that the City plans to vacate 100 North between 100 and 200 West as a public right-of-way while conveying a portion of that land to Rocky Mountain Power for a small fee in order to expand their substation. Planning Commission approval was granted on April 14, 2011.

Public Hearing: The public hearing was opened at 8:05 p.m. There were no comments, and the public hearing was closed.

Motion: **Jim Talbot** made a motion to table the Ordinance vacating 100 North as a public right-of-way, as more particularly described in Exhibit “A” attached hereto and incorporated herein, until the agreement can be presented and approved at the following meeting. The motion was seconded by **Cory Ritz** and approved by Council Members **Bilton, Dutson, Ritz, Talbot and Young**.

PRESENTATION OF PETITIONS AND REQUESTS:

Consideration of Ordinance amending the Farmington City General Plan by incorporating the 2011 Affordable Housing Plan Update

Christy Alexander explained that the City's previous Plan was written in 1998 and is very outdated. In 2009 the City hired a consultant to update the Plan and various meetings were held to offer feedback and assistance. A public open house was held in November 2011, and the Planning Commission recommended approval. Staff feels that the update is a great addition to the General Plan, and they will continue to make additional changes and/or updates. **Rick Dutson** requested that in Section 5.2, bullet point #4 the reference to the Villa Susanna development include an actual address.

Motion: Sid Young made a motion to approve the Ordinance amending the City's General Plan by incorporating the 2011 Affordable Housing Plan update as an element to the General Plan with the adjustment suggested by **Rick Dutson**. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Findings:

1. Healthy communities are dependent on the availability of housing at a variety of price points so that critical members of the area's workforce are able to live near their jobs;
2. The City has existing RDA funds available for projects that can incorporate affordable housing;
3. Farmington has resources and ordinances in place that will aid in the achievability of its proposed goals;
4. Farmington City's 1998 Affordable Housing Plan is woefully out of date;
5. The State Legislature enacted House Bill 295 (HB295) in 1996 requiring that all counties and municipalities develop housing plans to meet workforce housing needs.

Farmington Creek Estates III Park Request

Dave Millheim said the City received a letter and petition from residents of Farmington Creek Estates III requesting that the City build a small pocket park on a ¾-acre parcel. The developer planned to deed the parcel to the City and have the HOA maintain the park, but this was never done, and the HOA was never formed. Because a large regional park is planned just to the north of this parcel, staff's recommendation is that the City does not participate in the construction of this park.

Ben Barrus, 872 South Country Lane, asked if the City would be willing to install sprinklers and grass if the residents maintained it. The Council responded that the City's park funds are limited. They suggested that the residents form an HOA and fund the park themselves or sell the parcel as a development lot.

Pedestrian Crosswalk on Clark Lane at Station Park

The Police Chief worked with the City's traffic engineer to determine the placement of two crosswalks on Clark Lane. This will address pedestrian safety issues in the area near Station Park and the Davis County Justice complex. **Sid Young** suggested relocating the UTA bus stop to this area.

Motion: Jim Talbot made a motion to approve two pedestrian crosswalks on Clark Lane at Station Park using funds from Account 38-400-348 with the understanding that Center Cal will pay half (\$5,600) of the \$11,200 cost. The motion was seconded by **John Bilton** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Jerry & Becky Wood Lot Line Adjustments

David Petersen referred to the background information included in the staff report and said staff is recommending approval of this request.

Motion: **Sid Young** made a motion to approve the proposed lot line adjustments and authorize the Mayor to sign the enclosed Notice of Approval of Boundary Adjustment form (subject to the applicant's providing the legal descriptions) combining the remaining portion of parcel 07-056-0097 with parcel 07-056-0028. The action must take place within six months of signing the form or the approval is not granted. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

SUMMARY ACTION:

Minute Motion Approving Summary Action List

1. Ratification of Approvals of Construction & Storm Water Bonds
2. Lot Line Adjustment Request for Farmington Creek Estates Phase III – Darin Kimoto
3. Generator Bids for City Hall

Motion: **John Bilton** made a motion to approve #1 and #3 and to table #2. **Jim Talbot** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS:

Resolution to amend Consolidated Fee Schedule to add Quarterly Deposits/Fees for Professional Services

Dave Millheim explained that the City currently requires a developer to pay a deposit for costs incurred by consultants to review development applications. Because this process may take longer than expected, this quarterly check will allow a developer to better deal with his budget and help the City manage expectations.

Motion: **John Bilton** made a motion to approve the Resolution amending the consolidated fee schedule requiring deposits and reconciliations each quarter for professional service costs incurred by the City as part of the development application review process. **Cory Ritz** seconded the motion which was approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Update on Alley Rose, Grove, and Lagoon Homes

David Petersen gave a brief update on these homes and said a meeting with UDOT regarding the Alley Rose Home will be held on Wed. Dec. 7, 2011. The architect hired to work on a design for the Lagoon Home has not responded in several weeks which has been frustrating because the City cannot move forward or meet with Lagoon President **Dave Freed** until the design is submitted. The Grove Home is required to be an accessory building for the lot on which it is located, and the City cannot pursue anything until the lot is sold.

GOVERNING BODY REPORTS:

City Manager Report

1. The next City Council meeting will be held on December 20, 2011.

2. There will be a follow-up meeting with stake presidents and/or their authorized emergency response designees on December 13th at 7:00 p.m.
3. Impact Fee Analysis Request – The City received a request from an attorney to explain the impact fees the City imposed on the proposed Hampton Inn project. A year ago the Council offered an incentive to assist with the payment of the fees, but the agreement expired because no action was taken. They requested that the incentive be reinstated, but the City said no. Following an analysis with their attorney, it will be brought to the Council for consideration.
4. A summary of current lawsuits the City is involved with is included in the packet.
5. The Development Agreement Matrix has been updated and is included in the staff report.
6. Spring Creek Estates Phase 6 – Final plat approval was given for Phase 3c in July 2011, but it has not yet been recorded. The developer is now interested in eliminating the approved open space by creating 9 new lots (five lots on Burke Lane and four lots within the subdivision) and adjusting the boundary lines of several existing lots. In order to do this, he must provide to the City comparable compensation. Staff believes that the four lots will be more profitable than the five lots because they will be located on fully improved streets. At the same time, the public will benefit because the development of the five lots will connect Burke Lane to 1875 West. The proposal appears to meet the just compensation criteria listed in the ordinance, and the Council directed the City Manager to proceed with an Agreement between the City and the developer.
7. City employees made an observation that many of the trees lost in the wind storm were located in areas that were severely overwatered, and many trees which had their lower branches removed were destroyed by the wind.
8. The annual employee Christmas lunch will be held at 1:00 p.m. on Thursday, December 15, 2011.

Mayor Harbertson & City Council Reports

Mayor Harbertson will share his comments during the December 20th Council meeting.

Rick Dutson

- He asked how the orientation meeting went and was told that it was successful.
- He attended the Cori Connors concert on Monday evening in the Community Center and reported that it was a great event for the City.
- He expressed concern regarding the City's fee (\$5,000) for a temporary occupancy permit and said it may be too high. **Dave Millheim** said staff will look at the issue as it relates to both residential and commercial temporary occupancy permits.

Jim Talbot

- No comments

Sid Young

- He reported that the large pine tree owned by the Neumann family blew over in the storm. The family plans to use the wood for furniture. He thanked them for their generosity in lighting the tree each Christmas for the community to enjoy and thanked the City for their assistance with the lighting costs over the years.
- He expressed appreciation for the two new crosswalks on Clark Lane.
- He suggested that the new City Council consider green waste containers, and that the cost of the recycling containers be reevaluated on occasion to determine if the \$3.75 rate could be reduced.

Cory Ritz

- He thanked the City Manager for the update on Rocky Mountain Power's efforts during the storm.
- He received a phone call from a resident who was turned away when he attempted to drop off a load of green waste and felt frustrated by the lack of communication.

John Bilton

- He asked which easements were involved with **Cal & Diane Ferron's** lot, and **David Petersen** replied that a narrow public utility easement runs between the two lots.

CLOSED SESSION

Motion: At 9:30 p.m. a motion was made by **John Bilton** to go into a closed meeting to discuss the professional competency and character of several individuals. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

Sworn Statement

I, Rick Dutson of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Rick Dutson, Mayor Pro Tem

Motion: At 10:35 p.m. **John Bilton** made a motion to reconvene into an open meeting. The motion was seconded by **Jim Talbot** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**.

ADJOURNMENT:

Motion: **Sid Young** made a motion to adjourn the meeting. The motion was seconded by **Rick Dutson** and approved by Council Members **Bilton, Dutson, Ritz, Talbot** and **Young**. The meeting was adjourned at 10:35 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: December 12, 2011

Subject: **PERSONNEL POLICY CHANGES.**

RECOMMENDATION

Approve the Resolution for section 9.030, chapter 13 and chapter 17 in the personnel policies of the City.


BACKGROUND

The proposed changes are as follows:

1. Section 9.030, the vacation accrual to be the same as the introductory period of an employee.
2. Chapter 13, there was some confusion if part time employees are at will employees. This cleans this section and complies with applicable State law and the City's past practices.
3. Section 17.090, vehicle use now corresponds with the changes made to the City Manager contract.
4. Section 17.120, strengthens the policy for computer and cell phone use in the City.

All of these changes have been presented in the personnel committee and to the executive staff for review and all have agreed to these changes.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur, -



Dave Millheim,
City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE FARMINGTON CITY COUNCIL AMENDING VARIOUS SECTIONS OF THE FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES, INCLUDING SECTION 9.030 REGARDING ANNUAL LEAVE, CHAPTER 13 RELATING TO DISCIPLINARY ACTION PROCEDURES, SECTION 17.090 REGARDING VEHICLE USE, AND SECTION 17.120 REGARDING USE OF CITY ELECTRONIC MAIL, VOICE MAIL, COMPUTER SYSTEMS AND CELL PHONES

WHEREAS, the City Council has previously adopted the Farmington City Personnel Policies and Procedures; and

WHEREAS, the City Council desires to amend various provisions of the Personnel Policies and Procedures regarding annual leave accrual, disciplinary action and procedures for at-will employees, vehicle use policies, and use of City electronic mail, voice mail, computer systems, and cell phones, as more particularly provided herein; and

WHEREAS, the City Council has determined that the proposed amendments to the Personnel Policies and Procedures are in the best interest of the public and the City to provide for updated and efficient policies and procedures for City personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARMINGTON CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Amendment. Section 9.030 of the Farmington City Personnel Policies and Procedures regarding annual leave is hereby amended to read in its entirety as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Amendment. Chapter 13 of the Farmington City Personnel Policies and Procedures regarding disciplinary action and procedures is hereby amended to read in its entirety as more particularly set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

Section 3. Amendment. The index for Chapter 17 of the Farmington City Personnel Policies and Procedures regarding miscellaneous provisions is hereby amended to read in its entirety as more particularly set forth as follows:

17.010 Service Awards.

17.020 Supplies, Tools and Equipment.

17.030 Employee Suggestion Program.

17.035 Notice of Claim.

17.040 Request for Legal Defense.

17.050 "High Risk" Automobile Insurance Coverage.

17.060 Reserved.

17.070 Job References.

17.080 Use of City Facilities by City Employees.

17.090 Vehicle Use Policy.

17.100 Cellular Phones.

17.110 Use of Cell Phones While Driving.

17.120 Use of City Electronic Mail, Voicemail and Computer Systems.

17.130 Americans with Disabilities Policy.

Section 4. Amendment. Section 17.090 of the Farmington City Personnel Policies and Procedures regarding vehicle use policies is hereby amended to read in its entirety as more particularly set forth in **Exhibit C**, attached hereto and incorporated herein by reference.

Section 5. Amendment. Section 17.120 of the Farmington City Personnel Policies and Procedures regarding use of City electronic mail, voice mail, computer systems, and cell phones is hereby amended to read in its entirety as more particularly set forth in **Exhibit D**, attached hereto and incorporated herein by reference.

Section 6. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON CITY,
STATE OF UTAH, THIS ____ DAY OF DECEMBER, 2011.**

FARMINGTON CITY

ATTEST:

Holly Gadd, City Recorder

By: _____
Mayor Scott Harbertson

EXHIBIT "A"

PERSONNEL POLICIES AND PROCEDURES

SECTION 9.030
ANNUAL LEAVE

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

9.030 Annual Leave.

(a) Full-time employees are entitled to annual leave with pay to be accrued in accordance with his or her tenure of employment as follows:

- (1) ~~Six (6) days for the first year of employment to accrue four (4) hours per month;~~
For the introductory period of employment (6 months or 1 year) vacation will accrue at (4) hours per month;
- (2) Twelve (12) days from the introductory period ending for the second through fifth years of employment, to accrue eight (8) hours per month;
- (3) Fifteen (15) days for the sixth through tenth years of employment, to accrue ten (10) hours per month;
- (4) Eighteen (18) days for the eleventh through fifteenth years of employment to accrue twelve (12) hours per month; and
- (5) Twenty-one (21) days for the sixteenth or more years of employment to accrue fourteen (14) hours per month.

EXHIBIT "B"

PERSONNEL POLICIES AND PROCEDURES

CHAPTER 13

DISCIPLINARY PROCEDURES

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

CHAPTER 13 DISCIPLINARY PROCEDURES

- 13.010 General Conduct.
- 13.020 Responsibility for Discipline.
- 13.030 Levels of Discipline. Disciplinary Action.
- 13.035 At-Will Employee Exclusion.
- 13.040 Investigation.
- 13.050 Administrative Leave.
- 13.060 Verbal Warning.
- 13.070 Written Reprimand.
- 13.080 Suspension.
- 13.090 Demotion.
- 13.100 Dismissal of Appointed Positions.
- 13.110 Dismissal.
- 13.120 Preliminary Hearing.
- 13.125 Disciplinary Action.
- 13.130 Appeal.

13.010. General Conduct.

It is the responsibility of all employees of the City to conduct themselves in accordance with the City's policies, rules and regulations and to perform their work in a satisfactory manner. Employees are expected to conduct themselves in a professional and competent manner and to be courteous and cooperative at all times with fellow employees, supervisors and the public. Any action or conduct not in accordance with such policies or in violation of any City rule or regulation shall be subject to disciplinary action up to and including termination.

13.020. Responsibility for Discipline.

The basic responsibility for discipline lies with the employee's supervisor under the direction of the City Manager, provided that any disciplinary action involving probation, suspension, demotion or dismissal shall require prior review and approval of the City Manager in accordance with the procedures set forth herein.

13.030. Levels of Discipline. Disciplinary Action.

When there are grounds for discipline, an employee shall be subject to appropriate disciplinary action, based upon the particular facts and circumstances of each case. Disciplinary action may include one or more of the following: verbal warning, written reprimand, probation, suspension with or without pay, demotion and dismissal.

13.035. At-Will Employee Exclusion.

Nothing in this Chapter shall require disciplinary action or procedures for at-will employees who may be terminated by the City with or without cause. For purposes of these Policies and Procedures "at-will employee" shall mean and include the City Manager, department heads, superintendents, introductory employees, part-time employees, seasonal or limited employees, and any other officer or employee of the City exempted under Utah Code Ann. § 10-3-1105, as amended.

13.040. Investigation.

Prior to any disciplinary action or recommendation of any disciplinary action, the supervisor shall investigate the alleged conduct and related circumstances. When deemed appropriate, any investigation may be conducted by an outside investigator hired by the City. The investigation shall be conducted to

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

the extent deemed necessary and appropriate under the circumstances. The investigation should provide the employee with an opportunity to respond verbally and/or in writing to the alleged claims.

13.050. Administrative Leave.

In the event of an emergency, or when otherwise deemed appropriate and necessary pending full investigation of alleged conduct and violations of an employee, a supervisor or the City Manager may temporarily relieve any subordinate from duty, with pay, or temporarily reassign the employee to another position at the same rate of pay. Such temporary relief from duty with pay shall be considered administrative leave and shall not preclude subsequent disciplinary action against the employee. Any employee on paid administrative leave shall be available during regular working hours to report to work for the City or to otherwise respond to City questions or contact. An employee on paid administrative leave shall not come to City offices, unless otherwise specifically requested to do so by the City.

13.060. Verbal Warning.

After investigation of the alleged misconduct in accordance with Section 13.040, whenever grounds for disciplinary action exist, and the supervisor determines that more severe action is not required, the supervisor may verbally communicate to the employee the observed deficiency. Written documentation of the warning is to be recorded in the employee's personnel file. Failure to respond to the verbal warning may result in more formal disciplinary action being taken.

13.070. Written Reprimand.

After investigation of the alleged misconduct in accordance with Section 13.040, whenever grounds exist for disciplinary action, a department head may reprimand an employee in writing. Such reprimand is to be addressed to the employee and a signed copy is to be delivered to the City Manager for inclusion in the employee's personnel file. Employee actions which may result in verbal warnings and/or reprimands include, but are not limited to, the following grounds.

- (a) Excessive absenteeism and/or tardiness.
- (b) Horseplay and related kinds of activities which create safety hazards.
- (c) Violating a safety rule or practice.
- (d) Smoking in posted or unauthorized areas.
- (e) Failure to report to work without notifying the department head or management, unless it is impossible to give such notice.
- (f) Inattentiveness to work, failing to start work at the designated time, quitting work early, or leaving employer's work premises without authorization from the department head or management.
- (g) Vending, soliciting, or collecting contributions on the employer's time or premises without proper authorization.
- (h) Failure to obtain pre-approval of overtime hours worked.
- (i) Conducting personal or family business on City time either in person or by use of City electronic equipment.

13.080. Suspension.

After investigation of the alleged misconduct in accordance with Section 13.040, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be suspended, with or without pay, for a period of time not to exceed ten (10) calendar days. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for suspension, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee suspended with or without pay shall be responsible for making full employee contributions to his or her employee medical insurance benefits must be available to work during all regular business hours if the suspension is with pay. Any employee who is suspended without pay for more than two (2) days may appeal such suspension to the Employee Appeal Board in accordance with and subject to the appeal procedures set forth in Section 13.130.

13.090₂ Demotion.

Whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be demoted. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for demotion, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee who is demoted may appeal such demotion to the Employee Appeal Board in accordance with and subject to the appeal procedures set forth in Section 13.130.

13.100₂ Dismissal of Appointed Positions.

As allowed under Utah statute Title 10-3-1105, the City Manager, City Recorder, City Treasurer, Chief of Police, Fire Chief, City Attorney, and department heads shall serve at the pleasure of the governing body of the City and may be dismissed by a majority vote of the governing body at any time with or without cause and without the right to appeal; provided, at least five (5) members of the governing body, including the Mayor, are present at the time the ballot is taken; and provided, notwithstanding the foregoing, the above-named officers shall not be removed from office other than for cause during or within the period of ninety (90) days next succeeding the date any member of the governing body takes office following any general municipal election held in the City at which a member of the City Council is elected. The purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council after taking office to directly observe the actions and ability of the above-named officers in the performance of their office and duties. After the expiration of said ninety (90) day period, the provisions of this paragraph regarding removal by the governing body shall apply and be effective.

13.110₂ Dismissal.

Except as provided in Section 13.100, whenever grounds for disciplinary action exist and the supervisor determines that the circumstances of the conduct justify more severe disciplinary action, the supervisor may recommend to the City Manager an employee be dismissed. Written notice of such recommendation shall be prepared by the supervisor and submitted to the City Manager including a detailed statement of the date, time, circumstances and grounds for the recommended disciplinary action and the investigation conducted. Upon receipt of a supervisor's recommendation for dismissal, the City Manager shall follow the due process procedures set forth in Section 13.120 regarding pre-disciplinary action hearings and determine the appropriate disciplinary action to be taken, if any. Any employee who is dismissed may appeal such dismissal to the Employee Appeal Board in accordance with the appeal procedures set forth in Section 13.130.

The following list, which is not all inclusive, may constitute grounds for immediate dismissal:

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

- (a) Refusal to comply with a lawful instruction unless such instruction is injurious to the employee's or the general public's health or safety.
- (b) Insubordination.
- (c) Conviction of a misdemeanor or felony while an employee of the City.
- (d) Indulging in offensive conduct or using offensive language toward the public or toward the City officers or employees.
- (e) Deliberate or careless conduct endangering the safety of the employee or other employees or any citizens.
- (f) Inducing or attempting to induce any employee of the City to commit an unlawful act in violation of City regulations, official policy, or department orders.
- (g) Using, threatening or attempting to use personal or political influence in an effort to secure considerations as a City employee.
- (h) Incompetence or inefficiency in the performance of job duties resulting in two (2) consecutive unsatisfactory ratings on performance evaluations.
- (i) Carelessness, abuse of, or negligence with City moneys, property, or equipment.
- (j) Theft or intentional destruction of City property.
- (k) Unauthorized use of City vehicles or equipment.
- (l) Intentional falsification of personnel records, time reports, or other City records.
- (m) Being under the influence of intoxicants or drugs while on duty.
- (n) Sleeping on duty except as provided for in official City regulations.
- (o) Conflict of interest.
- (p) Failure to maintain any necessary licenses to perform duties required for assigned job position.
- (q) Conduct by employee which renders employee uninsurable or increases City's insurance costs, or restricts employee's ability to perform assigned duties under any insurance requirements.
- (r) Testing positive for a controlled substance or alcohol as defined and prohibited by personnel policy.
- (s) Violation of the City's sexual harassment policy.
- (t) Fighting or attempting to provoke a fight while on City time or on City premises.
- (u) Unwillingness and inability to work harmoniously with supervisors, the public, and/or other employees.

FARMINGTON CITY PERSONNEL POLICIES AND PROCEDURES

13.120. Pre-Disciplinary Action Hearing.

Upon receipt of a supervisor's recommendation of disciplinary action involving suspension, demotion or dismissal, the City Manager shall review and investigate the matter as deemed appropriate and shall hold a pre-disciplinary action hearing. The purpose of the pre-disciplinary action hearing is to provide the employee with notice and an opportunity to respond to the alleged violations and proposed disciplinary action. The City Manager shall provide the employee with written notice of the date and time of the pre-disciplinary action hearing and shall provide the employee with a copy of the supervisor's letter recommending the proposed disciplinary action and stating the grounds therefore. The employee shall receive timely notice of the pre-disciplinary action hearing, overview of allegations, and the proposed disciplinary action.

13.125. Disciplinary Action.

After the pre-disciplinary action hearing, the City Manager shall provide the employee with written notice of his or her final decision stating the disciplinary action to be taken, if any, the effective date of the disciplinary action, the grounds for the action, and the employee's right to appeal the same. In addition, the City Manager shall document the disciplinary action using the City's Disciplinary Action Form. The Disciplinary Action Form shall be signed by the City Manager and the employee. If the employee refuses to sign the Disciplinary Action Form, the City Manager shall note such refusal in writing on the form. In determining the type and severity of the disciplinary action, the City Manager may consider aggravating and mitigating circumstances, which include, but are not limited to: the repeated nature of misconduct; prior disciplinary action imposed; the severity of the misconduct; the employee's work record; the effect of the misconduct on City operations; and/or the potential of the misconduct to harm persons or property.

13.130. Appeal.

Except as otherwise provided herein for at-will employees, all appointed officers and employees of the City shall hold their employment without limitation of time, being subject to suspension without pay for more than two (2) days, demotion, or dismissal only as provided in *Utah Code Ann.* § 10-3-1106, as amended. The following officers and employees are at-will employees and are not covered by the provisions of this Section: the City Manager, department heads, superintendents, introductory employees, part-time employees, seasonal or limited employees, and any other officer or employee exempted under Section 10-3-1105, as amended. All other officers or employees ("covered employees") who are suspended without pay for more than two (2) days, demoted, or dismissed, shall have the right to appeal the suspension, demotion or dismissal to the City Appeals Board in accordance with the provisions of *Utah Code Ann.* § 10-3-1106, as amended.

EXHIBIT "C"

PERSONNEL POLICIES AND PROCEDURES

SECTION 17.090
VEHICLE USE POLICY

17.090 Vehicle Use Policy.

(a) **Purpose.** The purpose of this Section is to establish guidelines for the use of City vehicles by employees. Employees using City vehicles shall comply with this Policy. Employees failing to operate City vehicles in compliance with this Policy shall be subject to disciplinary action.

(b) **Official City Business.** Except as provided in Subsection (k), the use of City vehicles by employees shall be limited to official City business, provided that reasonable incidental stops may be made while en route of City business or during break or lunch periods. City vehicles are not to be taken outside of the City limits without supervisor approval. Any questionable situations should be cleared with the City Manager or his or her designee.

(c) **Use Agreement and Driver's License Verification.** Each employee using a City vehicle shall sign a Vehicle Use Agreement and Driver's License Verification Form prior to using a City vehicle, and shall carry a valid Utah driver's license corresponding to the type of vehicle being operated. Prior to driving a City vehicle and as a condition of continued authority to drive a City vehicle, the City shall have the right to review the driving records of such employees in order to identify unsafe or uninsurable drivers. City employees with poor driving records may be prohibited from driving City vehicles or may be required to obtain "high risk" insurance as provided in this Chapter. Any employee having his or her driver's license suspended or revoked shall immediately report such suspension or revocation to the department head. Any employee having his or her driver's license suspended or revoked shall be prohibited from driving a City vehicle.

(d) **Authorized Passengers.** Except as otherwise provided herein regarding take-home vehicles ~~for police officers~~, non-City persons may only ride in City vehicles in connection with official City business and when accompanied by a City employee. No other persons such as family or friends of employees or strangers are permitted to ride in City vehicles unless otherwise authorized by the City Manager.

(e) **Parking and Operation.** All employees using City vehicles shall operate the vehicles in a safe manner and in accordance with all state and local traffic regulations, including, but not limited to, all posted and required speed limits. Employees shall exercise defensive driving skills to prevent accidents, and shall wear a seat belt at all times the vehicle is in operation. The employee shall be responsible for any citation or parking ticket received for non-compliance with such regulations.

(f) **Vehicle Backing.**

(1) **Backing Light-Duty Truck.** When backing a light-duty truck or other light-duty vehicle, drivers shall, before getting in, take reasonable steps to ensure safety while backing. Reasonable steps include walking completely around the vehicle, then looking behind the vehicle and using available mirrors while backing. This procedure for backing includes public safety light-duty vehicles.

(2) **Backing Heavy-Duty Truck.** When backing a heavy-duty truck or other heavy-duty vehicle, another employee should be used as a spotter for the driver whenever possible to help direct the backing. A reasonable effort should be taken to locate and utilize a spotter. When a spotter is not available, drivers shall, before getting in, walk completely around the vehicle, and carefully look behind and use the mirrors watching the area into which the vehicle is backed. This procedure for backing includes public safety heavy-duty vehicles.

(3) **Backing Other Vehicles.** When backing any other vehicle, employees should take reasonable steps to ensure safety while backing, including walking around the vehicle prior to backing and looking behind and using available mirrors while backing.

(g) **Secured Loads.** Drivers of City vehicles shall be responsible to secure all loads adequately to ensure that items in their vehicles do not fall off or blow off in transit.

(h) Vehicle Maintenance. Employees are responsible for the daily care and general maintenance of City vehicles under their control or assigned to them, provided however, that no repair or other alteration to the vehicle shall be made without authorization from their supervisor. Any suspicions regarding mechanical problems or any equipment breakdown, defect or failure involving a City vehicle shall be reported immediately to their supervisor. No supervisor should knowingly require a subordinate to operate an unsafe vehicle or equipment.

(i) Vehicle Abuse. Any employee abusing a City vehicle shall be subject to disciplinary action. Vehicle abuse includes any intentional or unintentional misuse or misapplication of any City vehicle for a purpose other than that for which it was intended. Vehicle abuse shall include, but shall not be limited to, failure to provide proper maintenance of the vehicle such as checking the oil, tires, and windows, and failure to observe normal driver responsibility.

(j) Accidents. Employees shall immediately report any accident or damage involving a City vehicle to their Supervisor in accordance with the accident reporting procedures set forth in Chapter 16.

(k) Take-Home Vehicle Use. Generally, City vehicles are not permitted to be taken home or used for personal use by City employees. The following employees may be permitted to use City vehicles for commuting to and from work, **with reasonable incidental personal stops made along the way**, and for other limited purposes as provided herein.

(1) The City Manager as authorized by the Mayor to have a vehicle to take home, and to use for City business, and may utilize such vehicle for personal use, including the transporting of family members and acquaintances, so long as all use is within a 60 mile radius of Farmington City. Any use of the vehicle outside the 60 mile radius must be pre-authorized by the Mayor.

(4) 2 Police officers in accordance with the vehicle use policy set forth in the Police Department Policies and Procedures.

(2) 3 City employees who are authorized by their Department Head and the City Manager and who are subject to being called out for emergency response for City services during normal off-duty work hours. Such employees, as authorized, may include: Fire Chief, Public Works Director, Water Systems Supervisor (or assistant in his or her absence), water watch on-call personnel, Street Maintenance Supervisor, or Parks Supervisor.

(3) 4 Parks and Recreation Director (or assistant in his or her absence) whose flexible work schedule may require supervisory response to Parks and Recreation Department activities often held in the evening or on Saturdays.

(4) 5 Building ~~Inspector~~ Official.

(l) Take Home Vehicle Rules. In addition to the policies established herein, any employee taking a City vehicle home shall adhere to the following conditions:

(1) The most direct route to and from the employee's home shall be taken;

(2) The vehicle shall be parked and remain at the employee's home when it is not being used for official business;

(3) The vehicle shall be returned to the City when the employee is suspended from duty, placed on administrative leave, or upon the request of the supervisor or City Manager;

(4) The employee shall be responsible for maintaining both the interior and exterior

of the vehicle in a clean and safe condition; and

(5) The employee shall be responsible for any tax liability incurred by the employee for taking the vehicle to and from work, and shall provide any information required by the City to complete the relevant tax forms regarding such use.

(6) Notwithstanding the foregoing, police officers who are authorized to take a city vehicle home may utilize such vehicle for personal use, including the transporting of family members during off-duty hours, so long as such personal use is conducted within the jurisdictional boundaries of Davis County, Utah, and in accordance with all other applicable provisions of this policy and the Police Department Policies and Procedures.

(m) Private Vehicle Use. Employees normally shall use City vehicles for City business. When circumstances require an employee to use his or her private vehicle for City business, the employee may be paid mileage reimbursement approved by the Department Head in the amount specified in the Internal Revenue Code. Employees shall be required to maintain appropriate insurance for such vehicles and shall be responsible and liable for any damage to the same.

(n) All employees shall use seat belts while driving or riding in City-owned vehicles and equipment. Anyone riding in a City-owned vehicle and equipment shall use seat belts. All employees who are engaged in City business and are not in a City-owned vehicle shall use seat belts. Everyone in a vehicle being used for City business shall wear a seat belt.

(o) Any employee who disregards these directives may be subject to disciplinary action, up to and including termination.

EXHIBIT "D"

PERSONNEL POLICIES AND PROCEDURES

SECTION 17.120

**USE OF CITY ELECTRONIC MAIL, VOICE MAIL, COMPUTER SYSTEMS, AND
CELL PHONES**

FARMINGTON CITY
PERSONNEL POLICIES AND PROCEDURES

17.120 Use of City Electronic Mail, Voice Mail, Computer Systems, and Cell Phones.

- (a) Private use of City computers during normal work periods is prohibited except for occasional personal use for communication with immediate family members or other justifying circumstances. **Such personal use of City computers should not interfere with normal work. The City reserves the right to inspect any electronic data created by or stored on a City owned computer or other electronic device including cell phones.** Employees may use City computers for occasional private personal use, but not for private business use, provided employees shall not use e-mail, voice mail or computer systems for any inappropriate use, including but not limited to the following:
- 1) Solicitation of employees for fund raisers not approved by the City;
 - 2) To further personal business interests, **unless specifically approved in writing by the employees supervisor;**
 - 3) Offensive, harassing, vulgar, obscene, or threatening communications, including disparagement of others;
 - 4) Verbal abuse, slander or defamation;
 - 5) Creating, distributing, viewing or soliciting sexually oriented messages, materials or images **including but not limited to any form of pornographic, or otherwise immoral, unethical, or offensive Internet sites;**
 - 6) Electronic dissemination or printing of copyrighted materials including articles and software in violation of copyright laws;
 - 7) **Downloading and installing any personal software that may pose a threat to computer and other electronic systems and which are not necessary for the purpose of conducting normal City business;**
 - 8) **Using City resources to participate in personal political activity while on City time or while discharging City responsibilities. Employees are prohibited from, in any manner, implying or suggesting that the City either supports a particular candidate, political issue or endorses the personal political opinions of the employee. Employees are expected to exercise great care, at all times, to distinguish their personal opinions about candidates or political issues from that of the City;**
 - 9) **Participating in, viewing or accessing any form of illegal online content or services including but not limited to gambling, academic cheating, criminal activity, illegal drugs, illegal software, etc;**

10) Listening to online streaming audio or radio.

- (b) E-mail and voice mail communication and the contents of City owned computers and cell phones are the sole property of the City and may be subject to monitoring at any time without notice. When using the e-mail or voicemail systems, and other equipment including City computers and cell phones, the employee knowingly and voluntarily consents to being monitored and acknowledges the employer's right to conduct such monitoring. The security of e-mail and voice mail communications is not guaranteed. Abuse of e-mail, voice mail, computer systems and cell phones could subject the employee to disciplinary action, up to and including termination.

(c) City Hosted Social Media Sites

The City recognizes that social media has changed the way that people communicate with each other and that the use of social media can enhance communication between City government and citizens. The City also recognizes that appropriate use of social media may further the mission of the City and its departments. City employees participating on internet social media/networking sites (MySpace, Facebook, Twitter, etc.) must use appropriate discretion to not discredit themselves or the City. To achieve and maintain the public's highest level of respect, City departments may utilize social media and social network sites to enhance communications with citizens and program participants subject to the following rules and guidelines: *(Note that due to the nature of electronic media, these rules and guidelines are subject to change over time and that the City reserves the right to make any such modifications as it deems necessary.)*

- 1) Individual departments may participate in social media sites, with the authorization of their Department Director and City Manager, for the dissemination of City related information to the public in accordance with the City's mission and shall not be used for personal purposes.
- 2) The Director of each department or the Director's designee shall be responsible for the content and upkeep of each social media site maintained by that department.
- 3) City social media sites shall comply with federal, state and local laws, regulations and administrative rules.
- 4) City social media sites are subject to State of Utah public records laws. The department maintaining the site is responsible for responding completely and accurately to any public records requests for public records on social media sites.
- 5) Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public. City social media site articles

and comments containing any of the following forms of content shall not be allowed:

- a. Comments in support of or opposition to political campaigns or ballot measures;
 - b. Profane language or content;
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
 - d. Sexual content or links to sexual content;
 - e. Solicitations of commerce;
 - f. Conduct or encouragement of illegal activity;
 - g. Information that may tend to compromise the safety or security of the public or public systems;
 - h. Content that violates a legal ownership interest of any other party; or
 - i. Comments not topically related to the particular social medium article being commented upon, including random or unintelligible comments.
- 6) The guidelines described above should be displayed to users or made available by hyperlink.
- 7) The City reserves the right to restrict or remove any content that is deemed to be in violation of this social media policy or any applicable law. A copy of any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available.
- 8) All content created or posted on a City social media site as well as all City profile and home pages shall belong to the City.

(d) **Personal Use of Social Media Sites**

Because personal **communications** of employees may reflect on the City, especially if employees are commenting on City business, supervisors or City policies, the City has an interest in regulating employees' personal use of social media. Therefore, with respect to their personal use of social media, the following rules and guidelines shall apply:

- 1) City employees may engage in limited personal use of social media sites (MySpace, Facebook, Twitter, Blogs, etc.) during working hours as approved by their supervisor, provided it doesn't interfere with normal work. Employees acknowledge that excessive use of social media sites may result in disciplinary action, up to and including termination.
- 2) Employees shall not use the City logo or trademarks on personal social media sites.

- 3) **Employees shall not make disparaging comments about the workplace, City policies, supervisors, co-workers, citizens, customers or others persons associated with the City on personal social media sites.**
- 4) **Employees shall not use social media sites for internal business communications or disagreements among fellow employees.**
- 5) **Employees shall not discuss or comment on City business or information that has not yet been made public such as unannounced strategies or projects, potential property acquisitions or divestitures, legal or regulatory matters affecting the City and other similar subjects that could negatively affect the City.**
- 6) **Refrain from sharing anything via social media sites that violates the right to privacy of an employee, customer or other person with whom the City does business.**
- 7) **Not post any information to any social media site, or other public internet site, that would discredit or disparage the City.**
- 8) **When speaking out on issues of public concern, employees must make it clear that their personal opinions are their own and do not represent the official policy or position of the City. City employees are cautioned that speech on or off-duty made pursuant to their official duties-that is, that owes its existence to the employee's professional duties and responsibilities-is not protected speech under the First Amendment and may form the basis for discipline if deemed detrimental to the City.**

- (e) **An employee may make a request to their supervisor, provided that it is in writing, to remove a blocked site from the internet filtering system.**



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Christy Alexander, Associate City Planner

Date: December 15, 2011

SUBJECT: **100 NORTH STREET VACATION & RMP AGREEMENT**

RECOMMENDATION

Approve the enclosed ordinance, vacating 100 North as a public right-of-way, as more particularly described in Exhibit "A" attached hereto and incorporated herein.

Approve the attached agreement between Rocky Mountain Power and Farmington City.

BACKGROUND

Farmington City is entering into an agreement with Rocky Mountain Power, whereby the City is agreeing to vacate 100 North between 200 West and 100 West as a public right-of-way while conveying a portion of that land to Rocky Mountain Power for a small fee in order to expand their substation. The agreement also contains information regarding the relocation of the current trail further west to aid in their expansion. The expansion of the substation was granted Conditional Use approval from the Planning Commission on April 14, 2011. The enclosed ordinance accomplishes the requirements of the agreement. A public hearing was held and closed at the December 6th City Council meeting and the enclosed vacation ordinance was tabled until staff could gather further information regarding the agreement. These items are now ready to be considered by City Council for approval.

Respectively Submitted

Christy Alexander
Associate City Planner

Review and Concur

Dave Millheim
City Manager

FARMINGTON CITY, UTAH

ORDINANCE NO.

**AN ORDINANCE VACATING THE 100 NORTH
RIGHT-OF-WAY AS MORE PARTICULARLY
DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND
INCORPORATED HEREIN, WITHIN FARMINGTON
CITY, STATE OF UTAH.**

WHEREAS, the governing body of Farmington City is considering an action to vacate a portion of the 100 North right-of-way between 100 West and 200 West;

WHEREAS, Rocky Mountain Power currently owns property adjacent to the south side of 100 North and all of the real property abutting the north and south side of said portion of 100 North no longer necessitates private vehicular access to these properties; and

WHEREAS, the vacation of this portion of 100 North shall be subject to the rights of any sewer improvement district or other parties already having interests in 100 North;

WHEREAS, concurrent with the vacation of this portion of 100 North, the City shall convey said portion of 100 North as described in Exhibit "A" to Rocky Mountain Power and in exchange receive and/or retain a public trail easement acceptable to the City to allow access for public pedestrian, bicycle, and equestrian use, and public maintenance and emergency vehicle access related thereto; and

WHEREAS, it is anticipated that Rocky Mountain Power will incorporate this vacated portion of the right-of-way as part of an expansion to the existing Farmington substation for the benefit of Farmington citizens; and

WHEREAS, Farmington City will no longer be responsible to expend its resources to maintain and keep open the right-of-way as a street for public vehicular access; and

WHEREAS, the governing body of Farmington City has determined that there is good cause for the requested vacation and it will not be detrimental to the general interest of the public to grant the same; and

WHEREAS, the Farmington City Council has caused all required public notices to be given, and/or has received written consent from abutting property owners, and has held all appropriate public hearings regarding such vacation; and

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
FARMINGTON CITY, STATE OF UTAH:**

Section 1. Street Vacation. The City Council of Farmington City hereby declares that the 100 North right-of-way, as more particularly described in Exhibit "A," attached hereto and incorporated herein, is hereby vacated.

Section 2. Rights not Affected. The action of the City Council vacating a portion of the public right-of-way provided herein shall operate as a relinquishment of the City's fee therein, provided that nothing herein shall be construed to vacate, impair or otherwise affect any real property interest, easement, right-of-way, holding or franchise right therein of any public

utility or other property owner, governmental or private.

Section 3. **Recorded.** A certified copy of this Ordinance shall be recorded in the office of the Davis County Recorder, State of Utah, and the necessary changes made on the official plats and records of the County to accomplish the purpose thereof.

Section 4. **Effective Date.** This ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED by the City Council of Farmington City, State of Utah, on this 13th day of December, 2011.

FARMINGTON CITY

Scott C. Harbertson, Mayor

ATTEST:

Holly Gadd, City Recorder

EXHIBIT A

LEGAL DESCRIPTION

April 8, 2011

Farmington Substation
Acquisition from Farmington City

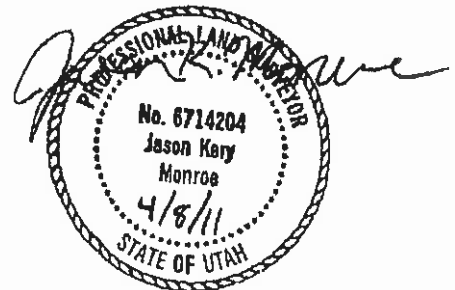
Exhibit "A"

DESCRIPTION

A parcel of land situate in the Northwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point on the East line of the Farmington Substation which is 710.51 feet N.00°03'12"E along the Section line and 253.46 feet S.89°56'48"E from the West Quarter Corner of said section 19 and running thence East 97.50 feet; thence South 25.00 feet to the North line of said Farmington Substation; thence West 97.50 feet along said North line of Farmington Substation to the East line of said Farmington Substation; thence North 25.00 feet along said East line of Farmington Substation to the Point of Beginning.

The above-described parcel contains 2,438 square feet or 0.056 acres, more or less.



Property Conveyance and Trail Relocation Agreement

This PROPERTY CONVEYANCE AND TRAIL RELOCATION AGREEMENT ("Agreement") is entered into by and between **ROCKY MOUNTAIN POWER**, a division of PacifiCorp, an Oregon corporation ("Rocky Mountain Power") and **Farmington City** ("City"), a municipal corporation of the state of Utah.

RECITALS

A. Rocky Mountain Power owns a certain parcel of real property located in Farmington City, Davis County, Utah, known by the Davis County Recorder as Parcel #07-028-0003 which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference, on which it operates its Farmington Substation (the "Rocky Mountain Power Property").

B. Rocky Mountain Power has used and will continue to use the Rocky Mountain Power Property for the construction, operation, maintenance, repair, and replacement of substation equipment, transmission and distribution lines, and other facilities and equipment normally associated with the generation and distribution of power.

C. Rocky Mountain Power desires to expand the Farmington Substation and has submitted or will, in conjunction with this Agreement, submit a conditional use permit application to the City.

D. Rocky Mountain Power desires to acquire a parcel of property from the City (the "City Property"), which property is more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, to accommodate Rocky Mountain Power's substation expansion.

E. Rocky Mountain Power granted a right of way to the City on August 31, 1995 for purposes of ingress and egress only for foot traffic on the Rocky Mountain Power Property (the "Right of Way"), which Right of Way was granted by that certain instrument titled "Access Easement" attached hereto as "**Exhibit C**" and by reference made a part of this Agreement.

F. Rocky Mountain Power desires to relocate a portion of the Right of Way and a trail established thereon from its current location to a location that accommodates Rocky Mountain Power's substation expansion and accommodates the trail use in a manner acceptable to the City, including but not limited to adequate grade/slope, drainage, landscaping, erosion control, and preservation of natural vegetation.

G. The City desires to convey the City Property to Rocky Mountain Power.

H. Rocky Mountain Power and City, in their mutual interest, desire to execute this Agreement for the purposes stated herein..

NOW, THEREFORE, in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which are hereby acknowledged and received, Rocky Mountain Power and City agree to the following terms and conditions:

1. **Recitals.** All of the above Recitals are incorporated into and made a part of this Agreement.

2. Property Conveyance. In exchange for the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City agrees to convey the City Property to Rocky Mountain Power, which conveyance shall be facilitated by way of the Quit Claim Deed, attached hereto as “**Exhibit D**” and by this reference made a part of this Agreement. The City agrees to execute and deliver the Quit Claim Deed to Rocky Mountain Power within five (5) business days of a decision of the City Council to vacate the right-of-way, as set forth in paragraph 3, below.

3. Right-of-Way Vacation. The parties acknowledge that the City Property is historical Right-of-Way and cannot be conveyed by the City until it has been vacated by legislative action of the Farmington City Council. The City hereby agrees to forthwith take such action as may be necessary to allow the City Council to vacate the Right-of-Way. The parties further acknowledge that the decision to vacate the Right-of-Way represents an exercise of the City Council’s legislative discretion which cannot be committed by contract. Accordingly, in the event the City Council determines to exercise its legislative discretion to vacate the Right-of-Way, the City agrees to convey such property to Rocky Mountain Power in accordance with all the terms and conditions of this Agreement, and specifically, the terms and conditions of paragraph 2, above. In the event the Right-of-Way is not vacated by the City, this agreement shall be null and void and of no further force and effect.

4. Right of Way and Trail Relocation. Inasmuch as Rocky Mountain Power’s substation improvements and expansion will interfere with the City’s Right of Way and trail improvements as they currently exist, Rocky Mountain Power agrees to relocate the existing 8’ asphalt walking trail approximately 15’ to the west of its current north/south configuration in such a manner as depicted in the drawing attached hereto as “**Exhibit E**” and incorporated herein by reference. Such relocation shall include all design, grading, materials, and labor necessary to reconstruct the walking trail using similar dimensions (width) and materials with a slope that shall not exceed the slope of the existing asphalt walking trail. Rocky Mountain Power shall disturb as little vegetation as possible and all relocation work for the trail shall be done in accordance with a landscape plan approved by the City, attached hereto as **Exhibit “F”** and incorporated herein by reference. City and Rocky Mountain Power further agree to revise the legally described location of the aforementioned Access Easement to reflect the City’s relocated Right of Way in a format substantially similar to that amendatory agreement (“Amendatory Agreement”) attached hereto as “**Exhibit G**” and incorporated herein by reference.

5. Substation Expansion. Substation expansion by Rocky Mountain Power shall be subject to conditions of the conditional use approval by the City’s Planning Commission on April 14, 2011 and the site plan approved by the City attached hereto as Exhibit “G” and incorporated herein by reference.

6. No Waiver. No provision of this Agreement shall be deemed to be waived by either party unless the waiver is in writing and signed by the party against which enforcement is attempted. No custom or practice course of dealing which may develop between the parties in the administration of this Agreement, or course of performance or failure of either party to enforce any term, right or condition is to be construed to waive or lessen any party’s right to insist upon strict performance of the terms of this Agreement. With respect to the parties’ obligations under this Agreement, time is of the essence.

7. Severability. In the event that any part of this Agreement is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Agreement.

8. Applicable Law. In the event that legal action is required to enforce this Agreement, or any remedy pursuant thereto, this Agreement shall be interpreted and enforced according to the laws of the State of Utah.

9. Attorney Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.

10. Entire Agreement. This Agreement, shall constitute the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of both parties.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

12. Authority. The undersigned represents that he or she is signing on behalf of Farmington City and has the legal authority to bind Farmington City to the terms and conditions stated in this Agreement.

EXECUTED this ____ day of _____, 2011.

ROCKY MOUNTAIN POWER
a division of PacifiCorp, an Oregon corporation

Farmington City

BY: _____

BY: _____

ITS: _____

ITS: _____

Exhibit A
“Rocky Mountain Power Property”

A parcel of land situate in the Northwest Quarter of Section 16, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at the Southwest Corner of Lot 4, Block 9, Plat “A”, Farmington Townsite Survey, which is 500.07 feet N.00°03’12”E, more or less, along the west line of said Section 19 and 103.65 feet East, more or less, from the West Quarter Corner of said Section 19 and running thence North 96.20 feet; thence West 14.00 feet; thence North 106.00 feet; thence East 14.00 feet thence North 49.80 feet; thence East 150.00 feet; thence South 66.80 feet; thence East 97.50 feet; thence South 185.20 feet; thence West 247.50 feet to the point of beginning.

The above-described parcel contains 57,341 square feet or 1.316 acres, more or less.

Exhibit B
“City Property”

April 8, 2011

Farmington Substation
Acquisition from Farmington City

Exhibit "A"

DESCRIPTION

A parcel of land situate in the Northwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point on the East line of the Farmington Substation which is 710.51 feet N.00°03'12"E along the Section line and 253.46 feet S.89°56'48"E from the West Quarter Corner of said section 19 and running thence East 97.50 feet; thence South 25.00 feet to the North line of said Farmington Substation; thence West 97.50 feet along said North line of Farmington Substation to the East line of said Farmington Substation; thence North 25.00 feet along said East line of Farmington Substation to the Point of Beginning.

The above-described parcel contains 2,438 square feet or 0.056 acres, more or less.

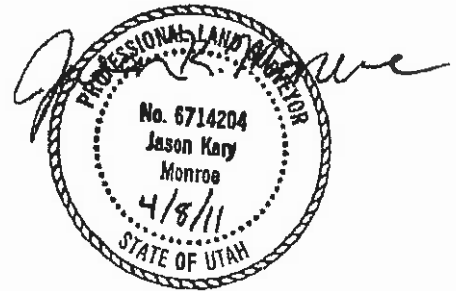


Exhibit C
“Access Easement”

Farmington Sub
UTDU-0038

Farmington Trail

ACC EAS-11/93

PN11767FAR
August 31, 1995
Page 1 of 2

ACCESS EASEMENT

PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company (successor in interest by merger to Utah Power & Light Company, a Utah Corporation), whose principal office is located at 1407 West North Temple, Salt Lake City, Utah, 84140, GRANTOR, hereby GRANTS, BARGAINS, and SELLS to Farmington City, their successors in interest and assigns, GRANTEE(S), for TEN DOLLARS (\$10.00) and other good and valuable consideration, a perpetual right of way for purposes of ingress and egress only for foot traffic across the following described real property located in Davis County, State of Utah, to-wit:

A right of way for foot traffic over the north 8 feet of the Grantor's land, being 8 feet south of and adjacent to the following described north boundary line of said Grantor's land:

Beginning at the northwest corner of the Grantor's land at a point 87 feet north from the northwest corner of Lot 4, Block 9, Plat A, Farmington Townsite of Section 19, T. 3 N., R. 1 E., S.L.M., thence East 150 feet, more or less, along the north boundary line to the to the northeast corner of said land and being in the SW1/4 of the NW1/4 of said Section 19.



This easement is granted subject to the following restrictive conditions:

1. Grantee will not make any use of the easement herein granted which will be inconsistent with or interfere in any matter with Grantor's operation, maintenance, or repair of Grantor's existing installations or additional construction and installations constructed after the grant of this easement which cross over, under and/or above the property herein described.

2. Grantee will not use or permit to be used on said easement construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines.

3. In the event the Grantee ceases to use for purposes of foot traffic the property described, this easement shall thereupon immediately terminate, and the Grantee will remove its installation and all associated auxiliary fixtures and restore the premises

PDO

6638

substantially to its original condition.

4. This easement does not preclude or prevent the Grantor from making use of, for its purpose, the land area over the granted right of way.

5. In the event it becomes necessary to relocate the granted right of way to accommodate Grantor's use of its property, said right of way will be relocated at no expense to the Grantor.

6. It is also understood that Grantee will defend and indemnify and hold harmless the Grantor from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and arising by reason of Grantee's use and occupation of the property pursuant to this easement.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 31st day of AUGUST, 1995.

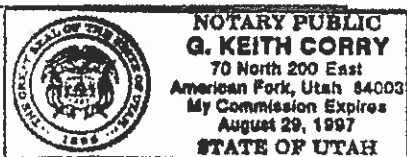
PACIFICORP, an Oregon Corporation
dba Utah Power & Light Company

By: [Signature]
VST. Vice President

STATE OF UTAH)
COUNTY OF Salt Lake) :ss

On the 31st day of August, 1995,
personally appeared before me, Joseph F. Bedard, who
being by me duly sworn did state that he/~~she~~ is a Vice President
of PacificCorp, an Oregon Corporation, dba Utah Power & Light
Company, and that the within instrument was signed by authority
of said corporation and said Joseph F. Bedard, duly
acknowledged to me that said corporation executed the same.

My Commission expires:



[Signature]
Notary Public

Residing in: Utah County

APPROVED
TO DESTROY
DB

PDQ

66387

Exhibit D
“Quitclaim Deed”

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No.

County Parcel No. _____

QUITCLAIM DEED

Farmington City, a municipal corporation of the state of Utah, d/b/a Rocky Mountain Power, GRANTOR, successor in interest to Utah Power & Light Company, hereby QUITCLAIMS, without warranty of any kind, to _____, GRANTEE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A parcel of land situate in the Northwest Quarter of Section 19, Township 3 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah. The boundaries of said parcel are described as follows, to wit:

Beginning at a point on the East line of the Farmington Substation which is 710.51 feet N.00°03'12"E along the Section line and 253.46 feet S.89°56'48"E from the West Quarter Corner of said section 19 and running thence East 97.50 feet; thence South 25.00 feet to the North line of said Farmington Substation; thence West 97.50 feet along said North line of Farmington Substation to the East line of said Farmington Substation; thence North 25.00 feet along said East line of Farmington Substation to the Point of Beginning.

The above-described parcel contains 2,438 square feet or 0.056 acres, more or less.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this ____ day of _____, A.D., 2011

Farmington City, a municipal corporation of the
state of Utah

By:
Its:

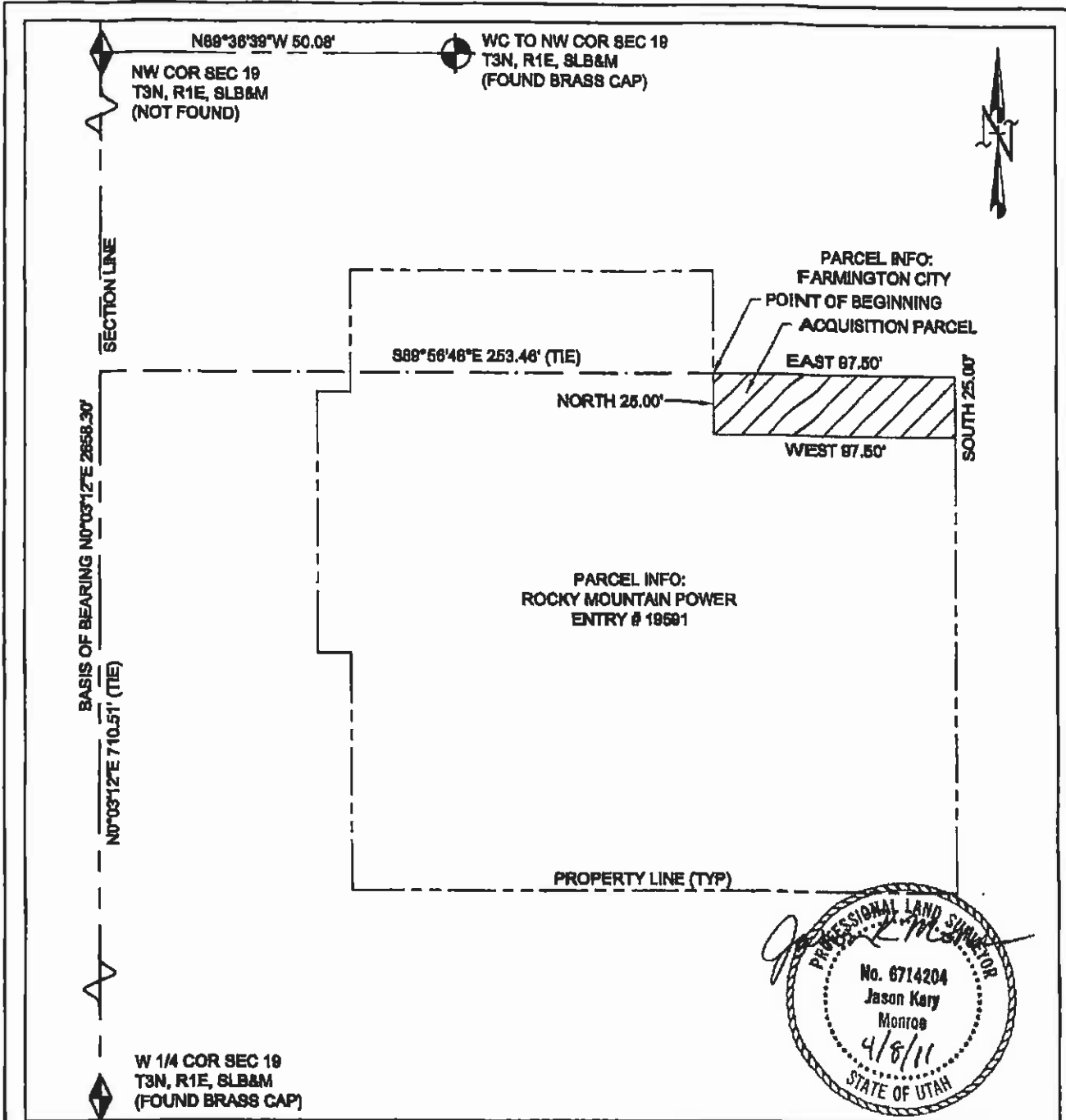
STATE OF UTAH)
)ss.
County of Salt Lake)

On the _____ day of _____, 2011, personally appeared before me
_____, who being by me duly sworn, did say
that he is the _____ of Rocky Mountain Power d/b/a PacifiCorp, Successor in
Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf
of said corporation by authority of a resolution of its Board of Directors, and the said
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Exhibit A



PARCEL DESCRIPTION:

A parcel to be acquired from Farmington City (Grantor), situate in Section 19, Township 3 North, Range 1 East, Salt Lake Base & Meridian, Davis County, Utah, and being more particularly described as follows:

The portion of "Grantor's" land shown above (see easement document)

Contains: 0.058 acres, more or less, (as described)

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE PARCEL BEING CONVEYED.

REV 0	DATE: 04/08/11	DESC: FARMINGTON SUBSTATION ACQUISITION PARCEL	BY: JGM	CHK: JC	APP: JC
-------	----------------	--	---------	---------	---------



EXHIBIT "A"
FARMINGTON SUBSTATION ACQUISITION PARCEL
SECTION 19, T.3.N., R.1.E.
SALT LAKE BASE & MERIDIAN

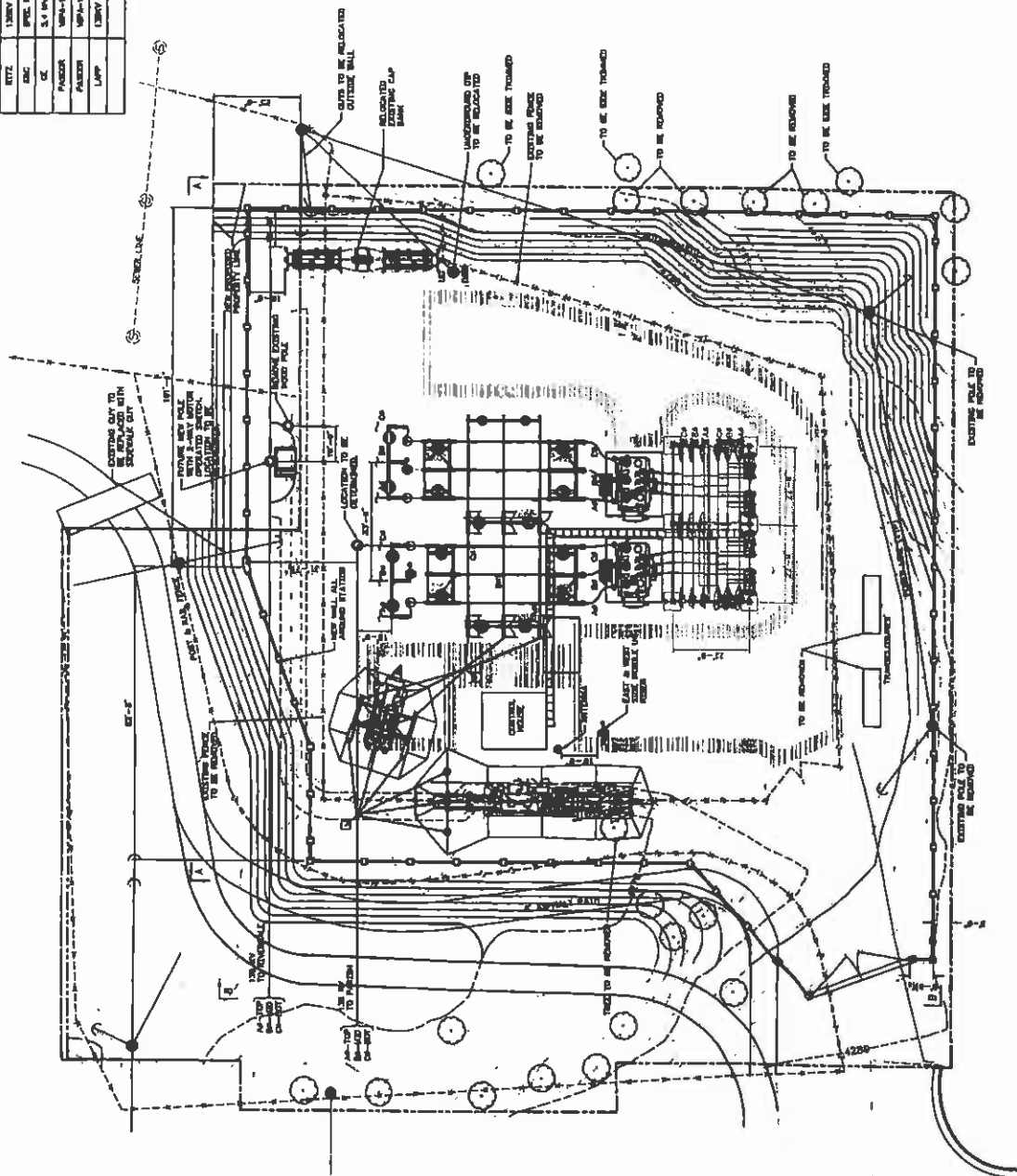


SCALE 1"=80'

Exhibit E
Trail Relocation Drawing

WAGON NAME	DESCRIPTION	QTY	DATE	PRELIMINARY NOT FOR CONSTRUCTION
2C	120-12.5V 3.0V POWER TRANSFORMER	QUANTITY	12-1-52	X
RTT2	100V CENTER TAP 600W 115V 60 Hz	QUANTITY	12-1-52	X
2C	100V 100V 750-13 12.5V TRANSFORMER	QUANTITY	12-1-52	X
2C	5.1 OHM - 12.5V CAPACITOR BANK	TRANSFORMER	12/1/51	X
POWER	100-115 12.5V DISCONNECT SWITCH	2C 24	"	X
POWER	100-115 12.5V DISCONNECT SWITCH	2C 24	"	X
LAMP	12.5V RELAY	2C 24	"	X

VENDOR DRAWING STATUS/DESIGN INPUT



THE END OF THE LINE

Exhibit F

Landscape Plan

Exhibit G
Amendatory Agreement

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Real Estate Services
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. 07-028-0003

AMENDATORY AGREEMENT

WHEREAS, on the 31st day of August, 1995 that certain Agreement ("Agreement") was entered into between PacifiCorp, an Oregon Corporation, dba Utah Power & Light Company (successor in interest by merger to Utah Power & Light Company, a Utah Corporation) ("Grantee") and Farmington City ("Grantee") for a perpetual right of way for purposes of ingress and egress only for foot traffic across the following described real property located in Davis, County, State of Utah, to-wit:

A right of way for foot traffic over the north 8 feet of the Grantor's land, being 8 feet south of and adjacent to the following described north boundary line of said Grantor's land:

Beginning at the northwest corner of the Grantor's land at a point 87 feet north from the northwest corner of Lot 4, Block 9, Plat A, Farmington Townsite of Section 19, T.3 N., R. 1 E., S.L.M., thence East 150 feet, more or less, along the north boundary line to the northeast corner of said land and being in the SW ¼ of the NW ¼ of said Section 19.

WHEREAS, Grantee and Grantor desire to relocate a portion of the Right of Way and a trail from its current location.

WHEREAS, Grantee and Grantor desire to amend the described location of the right of way as set forth in the Agreement.

NOW THEREFORE, it is mutually agreed between the parties hereto that the Agreement is herewith amended and revised such that the following described location (the "Revised Location") shall replace the location as set forth in the original Agreement:

[INSERT REVISED LOCATION]

The Revised Location is shown on EXHIBIT A, attached hereto and by this reference made a part of.
All other provisions of the Agreement shall remain in full force and effect. A copy of said agreement is attached as EXHIBIT B.

PACIFICORP

Farmington City

By: _____

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have signed this Amendatory Agreement this _____ day of 20__.

For Council Meeting:
December 20, 2011

S U B J E C T: City Manager Report

1. Upcoming Agenda Items
2. To Do Lists
3. Building Activity Report for November
4. Nepotism Issues and Suggestions
5. Legacy Trail Agreement

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Upcoming Agenda Items

January 3, 2012 – Staff Reports Due: December 22nd

Work Session: Haws Development

Presentations: Introduction of new City Council Candidates/Administration of Oath of Office

Presentation thanking City Council Members for their Service

Presentation thanking Planning Commission Members for their Service

Action Items:

- Approval of Minutes of Previous Meetings
- Cemetery Expansion

Summary Action Items:

- Ratification of Approvals of Construction & Storm Water Bond Logs
- Approval of Disbursement Lists
- Animal Control Services

Discussion Items:

- Conveyance of City Property – Farmington Creek Estates Phase 3
- Resolution Appointing a Representative to Serve as a Member of the Administrative Control Board of Wasatch Integrated Waste Management

City Council Action List

Dept.	Status	Meeting Date	Item
Walt	Initiated	December 14, 2010	Talk to Well Driller and Paul Hirst about plans to open up the future pump house site to allow access to Forbush Park from the East through the site. CRS is working on this
Dave M.	Initiated	January 5, 2011	Set up meeting with County on Court Services. Discuss with Department Heads any issues to bring up with County regarding improved prosecution needs, if any. (Waiting for information from County)
Dave P.	Initiated	January 5, 2011	Give Dave M status of Cory Ritz trail easement. What needs to be done to put this to bed?
Holly	Initiated	January 5, 2011	Find electronic drawing pad used for remote accessing screen. Train Dave P., Cynthia and Dave M. on how to use CC AV stuff.
Dave M.	Initiated	January 18, 2011	Work with Tim Taylor on improved signage request for I-15 and get to UDOT. Make sure Davis Clipper article goes with request to add emphasis.
Dave M.	Initiated	January 18, 2011	Nag Bryson Garbett on Nadine Simon to see when they will have something we can act upon.
Keith	Initiated	January 18, 2011	Work up general guidelines for use by community groups for after hours use of building.
Dave M.	Initiated	February 16, 2011	Change ROW notice letter to be defined \$65 fee. Hand deliver to affected providers. Begin negotiating new agreements. Make sure Public Works understands new rules.
Dave P.	Initiated	February 16, 2011	Come back to PC with recommended components for Affordable Housing compliance. Think multi-year and only tools we could accomplish in Farmington without a lot of administrative oversight. Staffing is limited.
Dave P.	Initiated	March 1, 2011	How do we monitor Kambouris landscaping requirement? (Follow up)
Dave P.	Initiated	March 1, 2011	Do survey of neighboring cities signs for timing, temp vs. permanent, sizing, residential vs. commercial. Bring back SR to City Council with recommendations.
Dave P.	Initiated	March 1, 2011	Do Flag Lot study and prepare future Staff Report. How big is program? Steps to mitigate? Is conforming criteria for future development (splitting) good enough or do we need more?

City Council Action List

Dave M	Initiated	March 29, 2011	Talk to CRS on Well site plan. Make sure site plan goes through noticing process with neighbors at PC and CC level.
Dave P.	Initiated	March 29, 2011	Get matrix done on all existing approvals, development agreements, plats, etc. no later than April 22nd.
Dave P.	Initiated	March 28, 2011	Discuss with Dave M. specific list of projects you wish to complete FY using extra dollars we found in budget discussions. Specifically the Alley Rose home.
Dave P.	Initiated	April 19, 2011	Get Ally Rose house project underway. Write memo to City Council explaining what projects are in process. What projects do you want to do with extra dollars from budget?
Dave M	Initiated	June 7, 2011	Talk to Verizon representative on height, co-location and specificity of design before they come back for consideration on cell tower.
Walt	Initiated	June 7, 2011	Spring Clean-up guidelines were approved but fix typo on sheet to specify 10 inch diameter so there is no confusion. Make sure we get those guidelines in City newsletter next year in advance of clean-up with emphasis that rules will be enforced.
Wayne	Initiated	June 7, 2011	Work with me on cross walk issue for 200 East. See me for details and possible letter to UDOT. UDOT will evaluate and call with recommendations.
Dave P	Initiated	June 21, 2011	Have Eric Miller put final punch list together for City Hall cleanups. Provide list to CC
Dave P	Initiated	July 19, 2011	Work with Paul Hirst on Well House sit plan and elevations per comments received from Council. Take through site plan process with City as the applicant.
Dave P	Initiated	July 19, 2011	Get Eric Miller started on generator bids for emergency backup for City Hall.
Guido	Initiated	July 19, 2011	Dave wants to see 8/16 staff report on Fireworks ban, season recap and potential new restrictions map no later than Monday the 8th. On Hold
Dave P	Initiated	August 16, 2011	Blake Matthews - Address all issues listed on Dave's email. Easement language, existing PUE easement, Chevron, and existing swimming pool issue.
Dave P	Initiated	August 16, 2011	HAW'S Development Agreement amendment - set up conference call with Todd to address modifications (use of funds allowed, keep things safe with impact fee rules, possibly bring back on the 25th to CC)

City Council Action List

Keith	Initiated	September 6, 2011	Get with Larry F about Commercial Water Rate issue with timelines for completion. Give update to Dave M.
Keith	Initiated	September 6, 2011	Get with Dave M on scheduling out the follow up for the MacDonald study. Prioritization with staff and special meeting with CC.
Guido	Initiated	September 6, 2011	Report to Dave M on gym usage for the memberships paid by the City.
Dave M	Initiated	October 4, 2011	Work with Key Bank on potential property acquisition.
Dave M	Initiated	October 18, 2011	Work with Key Bank and Todd Godfrey on purchase agreement.
Keith	Initiated	November 3, 2011	Part time employee benefits issue - Bring up during next budget cycle with recommendations.

City Council Action List

Dept.	Status	Meeting Date	Item
Dave P	Not Started	January 18, 2011	Talk to Dave M on sidewalk survey and how we are going to address missing links created by wetlands, no development plans, etc.
Walt	Not Started	January 18, 2011	Contact County Health Department and prepare memo outline of flouride requirements as they relate to water system. Ask Dave M. issues before you call.
Dave M	Not Started	April 19, 2011	Call Todd Godfrey on Farr trail easement issue and get 60 day request in play to review options.
Dave P	Not Started	June 7, 2011	Beautification plan for Park Lane interchange. Talk to Dave M about this.
Walt	Not Started	July 19, 2011	Talk to Dave on gate and signage for Farmington Canyon near pond entrance.
Dave M	Not Started	August 16, 2011	Greg Garfield Easement - Get aerial map prepared to draft in improvements to be made to Point of View Park. Have Neil and Guido sign off before improvements are constructed. Encourage Greg to get it done within one year.
Neil	Not Started	September 6, 2011	Fast pitch softball. See Dave M on Council comments. School District property NE corner of bus area/future High School ground. Talk to Gary Payne
Dave P	Not Started	September 6, 2011	RDA - Make sure all conditions are met as outlined in the motion. Arrange site tour for Eric to inspect. Start thinking about draft agreement regarding Affordable Housing.
Dave M	Not Started	October 4, 2011	Set up meeting with Tom Owens to discuss future options for his property. 801-451-0249
Dave P	Not Started	October 4, 2011	Let Dave know who drafted original Garbett Development Agreement so we can address why more emphasis was not put in the record for owner occupied requirement.
Dave P	Not Started	October 4, 2011	Bring back zoning text amendment language to include samples of detrimental use specific to section 11-18-107(2)(D) vi (Business Park)
Dave P	Not Started	October 4, 2011	Talk to Dave M about how we get neighborhood group input for business park so they are a little better informed the next time we have a related item.

City Council Action List

Dave P	Not Started	October 4, 2011	Talk to Eric and get Dave M recommendation on digital plan storage. Costs vs. benefits, etc. Have Eric put together the staff report if this is going to be something we pursue.
Dave P	Not Started	October 4, 2011	Get with Ralph, Dave M and Ken to talk about signage enforcement fairness and process.
Dave M	Not Started	October 18, 2011	Draft position letter for West Davis Corridor for UDOT related to west side having no access and City still wanting Shepard Lane alternative.
Walt	Not Started	October 18, 2011	Have Ray White contact UDOT to see what it would take to get better directional signage for people to get to Legacy Hwy from the west side.
Dave P	Not Started	October 18, 2011	Let Howard Kent know the Council is supportive of fee in lieu of open space for Spring Creek and get his engineer started on plat redraft. Need to come up with a correct valuation and payment plan.
Dave M	Not Started	November 3, 2011	Talk to Wendall Wild with Food Pantry on pro bono ad space in newsletter and related issues.
Dave M	Not Started	November 3, 2011	Get Todd started on easement/vacation documents related to Burke Lane and let Haws know he needs to make TMU application for barn showing site plan for abutting parcel.
Dave M	Not Started	November 3, 2011	Talk to Tim Taylor on Shepard Lane bike lane options for safety enhancements.
Dave M	Not Started	November 3, 2011	Write administrative policy on no subdivisions being built without approvals, bonds and plats recorded. Let Howard Kent know no new phases of project can be built with old methods.
Walt	Not Started	November 3, 2011	Get excavation permit ordinance back on in two weeks, not summary action. Show reline changes made so Council can follow.
Walt	Not Started	November 3, 2011	Complaint about dead cottonwoods within street ROW at 300 S 1000 W. Verify if in Right of Way and if creating safety hazard, cut them down.

Month of November 2011	BUILDING ACTIVITY REPORT - JULY 2011 THRU JUNE 2012				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	10	10	\$2,759,000.00	47	47
DUPLEX	0	0	\$0.00	2	2
MULTIPLE DWELLING	0	0	\$0.00	0	0
OTHER RESIDENTIAL	0	0	\$0.00	3	3
SUB-TOTAL	10	10	\$2,759,000.00	52	52
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	1		\$8,409.00	10	
CARPORT/GARAGE	0		\$0.00	0	
ADDITIONS/REMODELS	0		\$0.00	8	
SWIMMING POOLS/SPAS	0		\$0.00	0	
OTHER	10		\$97,733.00	27	
SUB-TOTAL	11		\$106,142.00	45	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	1		\$5,000.00	7	
PUBLIC/INSTITUTIONAL	0		\$0.00	2	
CHURCHES	0		\$0.00	0	
OTHERS	0		\$0.00	1	
SUB-TOTAL	1		\$5,000.00	10	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	0		\$0.00	9	
OFFICE	0		\$0.00	1	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	0		\$0.00	0	
SUB-TOTAL	0		\$0.00	11	
MISCELLANEOUS - NON-RESIDENTIAL *****					
awnings, sign, gas heaters	3		\$16,200.00	22	
SUB-TOTAL	3		\$16,200.00	22	
TOTALS	25	10	\$2,886,342.00	140	52

INTERLOCAL COOPERATION AGREEMENT
AMONG
CENTERVILLE CITY, DAVIS COUNTY, FARMINGTON CITY, NORTH SALT LAKE
CITY, WEST BOUNTIFUL CITY AND WOODS CROSS CITY
PROVIDING FOR
MAINTENANCE OF THE LEGACY PARKWAY TRAIL

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of November, 2011, by and among **CENTERVILLE CITY, DAVIS COUNTY, FARMINGTON CITY, NORTH SALT LAKE CITY, WEST BOUNTIFUL CITY and WOODS CROSS CITY**, hereinafter collectively referred to as the "Parties" and sometimes individually as a "Party."

WITNESSETH:

WHEREAS, Title 11, Chapter 13 of the *Utah Code Annotated*, 1953, as amended, authorizes contracts between public agencies for the performance of any governmental service or activity which each public agency is authorized to perform and agreements for joint or cooperative action between such agencies; and

WHEREAS, each of the Parties hereto are governmental entities located within Davis County, State of Utah and are empowered to own, operate and maintain public trails, trailheads and related structures and facilities for the benefit of their citizens; and

WHEREAS, the Parties desire to coordinate and cooperate with each other in providing their respective services to the public in conjunction with maintenance of the Legacy Parkway Trail; and

WHEREAS, proper and adequate maintenance of the Legacy Parkway Trail will provide a benefit to all of the Parties hereto and to members of the public using the Legacy Parkway Trail; and

WHEREAS, the Parties desire to allocate certain maintenance responsibilities among the Parties in conjunction with maintaining and operating the Legacy Parkway Trail; and

WHEREAS, the Parties desire to reduce their respective understandings and agreement to writing;

NOW, THEREFORE, in consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act referred to hereinabove, the Parties hereby agree as follows:

1. **MAINTENANCE SERVICES TO BE PERFORMED BY DAVIS COUNTY.** Davis County hereby agrees at its initial cost and expense to provide along the Legacy Parkway Trail System which traverses through the boundaries of the Parties as shown in Exhibit "A," attached hereto, the following services: spraying for weeds (twice yearly); mowing trail areas (twice yearly); maintaining and replacing asphalt trail surfaces; maintaining and repairing wooden bridges and boardwalks; and maintenance of signage. Davis County agrees to furnish the materials, labor and equipment necessary to provide the foregoing maintenance and to maintain accurate records of the costs of such maintenance which costs shall be shared by the Parties as provided herein below. Davis County will also provide to the Parties an annual budget estimate and costs by September 30th of each year.

2. **MAINTENANCE SERVICES TO BE PERFORMED BY THE PARTIES WITHIN THE BOUNDARIES OF THEIR RESPECTIVE JURISDICTIONS.** The Parties hereby severally agree to provide maintenance services for those portions of the Legacy Parkway Trail System located within their respective jurisdictions. Such services will include trash pickup at trailheads, periodic litter cleanup, maintenance of designated trailheads including landscaping, irrigation system maintenance (UDOT supplies the water for the irrigation system), graffiti removal and lighting maintenance. It is understood that if any of the Parties elects to stop operation or maintenance of that Party's portion of the irrigation system nothing in this agreement precludes that Party from doing so as long as the main line supplying water to the other Parties is maintained and kept operational through that Party's jurisdiction.

3. **PAYMENT OF MAINTENANCE COSTS.** Davis County will maintain accurate records documenting Davis County's actual costs incurred in supplying material, labor and equipment in performing the maintenance services for which the County is obligated under Paragraph 1 hereof. The total cost of such services shall be allocated equally among the Parties hereto and will be billed to the Parties not less often than annually by Davis County. Each Party shall be obligated to pay its allocable share of the maintenance costs within thirty (30) days after receipt of billing therefor. Any of the Parties desiring to do so shall have the right to review the financial records of the County and any related information documenting or summarizing the County's costs for the maintenance furnished by the County.

4. **ASSIGNMENT.** This Agreement is not assignable.

5. **RESPONSIBILITY FOR EMPLOYEES.** Each Party shall be responsible for and shall defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement. Each Party shall be solely responsible for providing workers' compensation, wages and benefits for its own personnel who provide any assistance under the terms of this Agreement.

6. **LIABILITY AND INDEMNIFICATION.** Davis County and each of the Cities named herein shall each be responsible for conducting their own respective activities provided for or contemplated herein, and each waives all claims and recourse against the other Parties hereto in connection with any claims arising out of a Party's conduct or activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activities of such Party as contemplated by this Agreement. Furthermore, each Party hereto agrees to indemnify and hold the other Parties harmless from any claim, injury, or damages arising out of or connected with the acts or omissions of such Party or its employees or any activities of such party contemplated under the terms of this Agreement. Each Party agrees to obtain and maintain general liability and property damage insurance during the term of this Agreement with coverage in amounts deemed adequate by such Party.

7. **DURATION OF AGREEMENT.** This Agreement shall continue and remain in full force and effect for a period of five (5) years from date of this Agreement, unless terminated by the mutual consent of the Parties hereto prior thereto. At the end of the initial term, the Parties may, by written agreement, extend this Agreement for an additional term.

8. **NO SEPARATE LEGAL ENTITY.** No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the Managers or Administrators of the Cities and the Planning Director of Davis County, acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

9. **ATTORNEY REVIEW.** This Agreement shall be submitted to the authorized attorney for each Party for approval as to form in accordance with Section 11-13-202.5 of the *Utah Code Annotated*, 1953, as amended.

10. **SEVERABILITY.** If any portion of this Agreement is held unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions hereof shall continue in full force and effect.

11. **THIRD PARTIES.** This Agreement is not intended to benefit any person or entity not named as a Party hereto.

12. **BREACH.** If any Party fails to perform its obligations hereunder or to comply with the terms hereof, the non-defaulting Party shall have all rights and remedies available at law and/or in equity.

13. **COOPERATION.** It is the intent and desire of the Parties hereto to cooperate in carrying out the terms of this Agreement in order to achieve a coordinated maintenance of the

Legacy Parkway Trails System and to minimize disruption and unnecessary expense for the Parties hereto.

14. **PRIVILEGES AND IMMUNITY.** Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the Party employing their services even if performing functions outside of the territorial limits of such Party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to any of the Parties under the Governmental Immunity Act as set forth in §§ 63-30d-101, *et. seq.* of the *Utah Code Ann.*, as amended.

15. **RESOLUTION.** The governing body of each of the Parties hereto shall adopt a resolution authorizing said Party to enter into this Agreement and copy of such resolution shall be attached hereto and by this reference be made a part hereof.

16. **TERMINATION.** This Agreement may be terminated by written agreement of all of the Parties hereto at any time during its term. Each Party to this Agreement may terminate its participation hereunder upon giving one hundred eighty (180) days advance written notice to all of the other Parties hereto specifying its desire to terminate its participation under this Agreement and specifying a termination date not less than one hundred eighty (180) days after the date of such notice. In the event an individual Party terminates its participation hereunder, that Party shall be obligated to pay costs and expenses required of that Party under the terms of this Agreement to the termination date.

17. **AMENDMENT.** This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CENTERVILLE CITY

ATTEST:

City Recorder

By: _____
Mayor

FARMINGTON CITY

ATTEST:

City Recorder

By: _____

Mayor

NORTH SALT LAKE CITY

ATTEST:

City Recorder

By: _____

Mayor

WEST BOUNTIFUL CITY

ATTEST:

City Recorder

By: _____

Mayor

WOODS CROSS CITY

ATTEST:

City Recorder

By: _____

Mayor

“COUNTY”

DAVIS COUNTY

ATTEST:

County Clerk

By: _____

Commission Chair

Approved as to Form and Legality:

Centerville City Attorney

Farmington City Attorney

Davis County Attorney

North Salt Lake City Attorney

West Bountiful City Attorney

Woods Cross City Attorney